SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.32
(ID # 28764)
MEETING DATE:
Tuesday, October 21, 2025

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Agreement with MFI Recovery Center to Provide Permanent Supportive Housing Services at The Path, Without Seeking Competitive Bids, for FY 2025/2026, District 4. [Total Cost for One Year $1,056,800; Up to $211,360 in Additional Compensation, Federal 60%, State 40% Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Behavioral Health Agreement with MFI Recovery Center to provide Permanent Supportive Housing Services at The Path, without seeking competitive bids, for an annual amount of $1,056,800 for the term of July 1, 2025 through June 30, 2026, and authorize the Chair of the Board to sign and execute the Agreement on behalf of the County;

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding, and as approved as to form by County Counsel to: a) sign amendments to the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed 20% of the total contract amount through June 30, 2026; and

3. Authorize the Purchasing Agent to issue Purchase Orders for goods and/or services rendered.

ACTION:Policy

Matthew Chang
Matthew Chang, Director 9/17/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	October 21, 2025
xc:	RUHS-BH, Purchasing

Kimberly A. Rector
Clerk of the Board
By: _____ Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 1,056,800	$ 0	$ 1,056,800	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Federal 60%, State 40%			Budget Adjustment: No	
			For Fiscal Year: 2025/2026	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County. RUHS-BH is currently contracting with MFI Recovery Center (MFI) to operate a Permanent Supportive Housing program twenty-four (24) hours a day, seven (7) days a week, 365 days a year that offers shelter for Transitional Aged Youth (18-25), Adults (18-59), and Older Adults (60+). This program offers residential and non-residential treatment components that provide peer-to-peer engagement and support services in non-intrusive low demand environments in Palm Springs, CA.

The residential Permanent Supportive Housing Program called The Path provides twenty-four (24) hour residency, with no limit on length of stay, semi-private sleeping accommodations, and common use of kitchen facilities, dining rooms, and bathrooms that can serve up to twenty-five (25) consumers. The non-residential component consists of a drop-in center for consumers who are chronically homeless and have serious mental health disorder(s), to provide food, clothing, and bathroom and laundry facilities. Permanent Supportive Housing plays an important role in reducing homelessness by providing secure, long-term housing.

On November 15, 2016, (Agenda Item #3.34), the Board of Supervisors approved the Behavioral Health Agreement with Recovery Innovations, Inc. (RII) to provide Permanent Supportive Housing at The Place (Riverside) and for The Path (Desert) for three (3) years through June 30, 2019. On June 25, 2019, (Agenda Item #3.32), the Board of Supervisors approved the Behavioral Health Agreements with RII with the option to renew for two (2) additional one-year periods through June 30, 2022. The Place has since closed in 2021 to undergo renovations with anticipated completion in early 2024. In July 2021, RUHS-BH was notified RII would discontinue providing services at The Path on September 30, 2021. To ensure continuity of care, the Board of Supervisors agreed to the transition of services to MFI and at the same contracted rate as RII.

On October 28, 2021, the Riverside County Purchasing Department at the request of Behavioral Health, reviewed and issued the Single Source Justification (SSJ #22-041) with MFI, through June 30, 2023. On December 7, 2021, (Agenda Item #3.40), the Board of Supervisors approved the Behavioral Health Agreement to provide services at The Path for the term of October 1, 2021 through June 30, 2022.

On June 26, 2023, the Riverside County Purchasing Department at the request of Behavioral Health, reviewed and issued a Single Source Justification (SSJ #23-235) with MFI, through June 30, 2024. On August 1, 2023, (Agenda Item #3.46) the Board of Supervisors approved the Behavioral Health Agreement with MFI for the term of July 1, 2023 through June 30, 2024.

On September 27, 2024, the Riverside County Purchasing Department at the request of Behavioral Health, reviewed and issued a Single Source Justification (SSJ#25-060) with MFI, through June 30, 2025. On November 5, 2024, (Agenda Item #3.50) the Board of Supervisors approved the Behavioral Health Agreement with MFI through FY 2024/2025, for the term of July 1, 2024, through June 30, 2025.

On August 13, 2025, the Riverside County Purchasing Department, at the request of Behavioral Health, reviewed and issued SSJ #26-025 for MFI to provide services at The Path through June 30, 2026. RUHS-BH anticipates the release of RFP #MHARC-296 for services at The Path during FY 2025/2026. Therefore, to ensure continuity of care, RUHS-BH is requesting Board approval to continue contracting with MFI for one additional year, in the amount of $1,056,800, through June 30, 2026, to carry out the formal bidding process for these services.

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Additional Fiscal Information

There are sufficient appropriations in the Department's FY 2025/2026 budget. No additional County funds are required.

Contract History and Price Reasonableness

As mentioned above, RUHS-BH has prepared, and Purchasing will be releasing RFP #MHARC-296 for the provision of Permanent Supportive Housing services at The Path. It is anticipated that the RFP will be released and awarded during FY 2025/2026.

To avoid the displacement of The Path residents or disruption of supportive social and healthcare services for this most vulnerable population, RUHS-BH, in collaboration with Riverside County Purchasing, reviewed and issued an extension for the Single Source Procurement Justification with MFI at the same annual amount to allow the County adequate time to complete the competitive bid process and time for a new provider, if applicable, to complete the licensure process for the facility.

Attachments

Single Source Justification – 26-025
MFI Recovery Center Permanent Supportive Housing Services Agreement

Melissa Curtis, Deputy Director of Purchasing and Fleet 9/22/2025

Gregg Gu, Chief Deputy County Counsel 9/29/2025

COUNTY OF RIVERSIDE
BEHAVIORAL HEALTH

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System – Behavioral Health ("RUHS-BH"), hereinafter referred to as "COUNTY" and **MFI Recovery Center**, a California Nonprofit Corporation, hereinafter referred to as "CONTRACTOR."

PREAMBLE

WHEREAS, the COUNTY wishes to extend to the residents of Riverside County certain mental health services contemplated and authorized by the California Welfare and Institutions Code (WIC) Section 5600 et seq., 5608 et seq., Government Code Section 26227 et seq., Title 42, Part 438 of the Code of Federal Regulation (C.F.R.), Title 9 of the California Code of Regulations (C.C.R., and Title 22 of the C.C.R., which the CONTRACTOR is equipped, staffed and prepared to provide; and

WHEREAS, the COUNTY believes it is in the best interest of the people of Riverside County to provide these mental health services by contract; and

WHEREAS, these services as described in Exhibit A attached hereto, shall be provided by CONTRACTOR in accordance with the applicable laws, codes and policies contained in, but not limited to, Exhibit B attached hereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 46 and Exhibits A, B, C, Schedules I, P, and Attachment A – E, attached hereto and incorporated herein, hereinafter referred to as "Agreement."

COUNTY

By: _____
V. MANUEL PEREZ
CHAIR, BOARD OF SUPERVISORS

Date: OCT 2 1 2025

CONTRACTOR

By: _____
Denise Arellano, CFO
Jossye Cook, Acting CEO

Date: 7-29-25

COUNTY COUNSEL:

Approved as to form

By: Gregg Gu
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____
DEPUTY

OCT 2 1 2025 3.32

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I. DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide services in the form as outlined and described in Exhibit A, Exhibit B, Exhibit C, Schedule K, and any other exhibits, attachments or addendums attached to this Agreement.

II. PERIOD OF PERFORMANCE

This Agreement shall be effective as of July 1, 2025, and continue in effect through June 30, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

III. REIMBURSEMENT AND USE OF FUNDS

A. Reimbursement

1. In consideration of services provided by CONTRACTOR, COUNTY shall reimburse CONTRACTOR in the amount and manner outlined and described in Exhibit C and Schedule K, attached to this Agreement. CONTRACTOR shall submit their National Provider Identification (NPI) and all other required documentation to the COUNTY before reimbursement can be issued to the CONTRACTOR.
2. In accordance with Section 1903(i) of the Social Security Act, COUNTY is prohibited from paying for an item or service:
   a. Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to Sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.
   b. Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to Sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
   c. Furnished by an individual or entity to whom the COUNTY has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the COUNTY determines there is good cause not to suspend such payments.
3. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

B. Restrictions On Salaries

CONTRACTOR agrees that no part of any federal funds provided under this Agreement shall be used by the CONTRACTOR, or its Subcontractors to pay the salary of an individual at a rate in excess of Level II of the Executive Schedule. Salary schedules may be found at www.opm.gov. CONTRACTOR shall be responsible for ensuring that their organization is in full compliance with all applicable Federal, State, County or local salary restrictions in conjunction with the performance of services herein.

C. Union Organizing

1. CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on a State service contract, including a public works contract.
2. CONTRACTOR will not, for any business conducted under this Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings

is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.

3. If the CONTRACTOR incurs costs, or makes expenditures to assist, promote, or deter union organizing, CONTRACTOR will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and the CONTRACTOR shall provide those records to the Riverside University Health System – Behavioral Health (RUHS-BH) and then to the Attorney General upon request.

D. Byrd Lobbying Act Restrictions and Disclosures Certification
Applicable to federally funded contracts in excess of $100,000 per 31 U.S.C. Section 1352 and 45 C.F.R. Part 93:

1. Certification and Disclosure Requirements
   a. CONTRACTOR (or recipient) who requests or receives a contract, sub-contract, grant or sub-grant, which is subject to 31 U.S.C. Section 1352, and which exceeds $100,000 at any tier, shall file a certification consisting of one page, entitled "Certification Regarding Lobbying" that the recipient has not made, and will not make, any payment prohibited by Subsection B of this provision. CONTRACTOR shall submit the signed Certification Regarding Lobbying, Attachment A, attached hereto, to RUHS-BH with the Agreement.
   b. CONTRACTOR shall file the Disclosure of Lobbying Activities, Attachment B, attached hereto, if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this federal grant.
   c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
   d. CONTRACTOR shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1.a herein. An event that materially affects the accuracy of the information reported includes:
      a. A cumulative increase of $25,000, or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
      b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action;
      c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action;
      d. CONTRACTOR who requests or receives from a person referred to in Paragraph 1.a of this provision a contract, subcontract, grant or sub-grant exceeding $100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
      e. All disclosure forms (but no certifications) shall be forwarded from tier to tier until received by the entity referred to in Paragraph 1.a of this provision. The CONTRACTOR shall forward all disclosure forms to RUHS-BH Program/Regional Administrator.

E. Prohibition
31 U.S.C. Section 1352 provides in part that no Federal appropriated funds may be expended to pay any person influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

F. National Provider Identifier (NPI)
All HIPAA covered healthcare providers must obtain an NPI. CONTRACTOR's site NPIs must be submitted to the RUHS-BH Management Reporting Unit prior to rendering services to members. CONTRACTORs providing direct or indirect services for State reporting must also submit rendering (individual) NPIs and taxonomy code that corresponds with the work they are performing to RUHS-BH Management Reporting Unit for each staff member providing Medi-Cal billable services. CONTRACTOR reimbursement will not be processed unless NPIs are on file with RUHS-BH in advance of providing services to members. It is the responsibility of CONTRACTOR and individual staff member that bills Medi-Cal to obtain an NPI from the National Plan and Provider Enumeration System (NPPES). Each contracted site, as well as every staff member that provides billable services, is responsible for notifying NPPES within 30 days of any updates to personal information (worksite address, name changes, taxonomy code changes, etc.).

IV. PROGRAM SUPERVISION, MONITORING AND REVIEW

A. Pursuant to WIC Section 5608, Title 9 of the C.C.R. and the California Health and Safety Code, services hereunder shall be provided by CONTRACTOR under the general supervision of the COUNTY Director of Behavioral Health, hereinafter called DIRECTOR, or authorized designee.
   1. CONTRACTOR agrees to extend to DIRECTOR or authorized designee, the COUNTY Contract Monitoring Team (CMT), COUNTY Contract Liaisons, and other authorized COUNTY, Federal and/or State representatives, the right to enter the program facilities during operating hours to monitor member well-being and the right to review and monitor CONTRACTOR's facilities, programs, policies, practices, books, records, or procedures during operating hours.
   2. CONTRACTOR shall participate in the RUHS-BH program monitoring. This consists of contract monitoring by RUHS-BH, which may be conducted annually at the discretion of RUHS-BH, as well as further discretionary reviews occurring on a more frequent basis. Said review(s) may cover clinical, fiscal and/or administrative components.
   3. CONTRACTOR further agrees to authorize the COUNTY, under this Agreement, to have access to all COUNTY members, to collaborate with treating staff, and to review necessary documents to ensure that the member has received all necessary assessments, all necessary treatment planning with measurable goals, and documented progress towards goals.
   4. CONTRACTOR agrees to allow COUNTY to collaborate with CONTRACTOR personnel regarding member aftercare services and continuity of care with the COUNTY.

B. As it pertains to the COUNTY and Program Monitoring, if at any point during the duration of this Agreement, the COUNTY determines the CONTRACTOR is out of compliance with any provision in this Agreement, the COUNTY may request a plan of correction, after providing the CONTRACTOR with written notification detailing the basis for the finding of non-compliance.
   1. Within thirty (30) days of receiving this separate notification of non-compliance, the CONTRACTOR shall provide to COUNTY a written plan of corrective action addressing the non-compliance.

2. If the COUNTY accepts the CONTRACTOR'S proposed plan of correction, it may temporarily suspend other punitive actions to give the CONTRACTOR the opportunity to come into full compliance in the area of deficiency. COUNTY reserves the right to reimpose such actions at its sole discretion should CONTRACTOR fail to implement its plan of correction.
3. If the COUNTY determines the CONTRACTOR has failed to implement an appropriate corrective action, COUNTY may suspend or withhold any funds until compliance is fully achieved.
4. CONTRACTOR shall cooperate with any such effort by COUNTY including follow-up investigation(s) and interview(s) of witnesses. Failure to cooperate or take corrective action may result in further punitive actions and/or termination of this Agreement.

C. Notwithstanding the above requirement, as the funds associated with this Agreement are pass-through funds from other State or Federal agencies, CONTRACTOR may be subject to programmatic review by agencies of the State of California or the Federal Government. Any disallowance based on a review by the State of California or the Federal Government are the responsibility of the CONTRACTOR.

D. CONTRACTOR agrees to make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the contract, or determinations of amounts payable, available at any time for inspection, examination or copying by COUNTY, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies (42 C.F.R. § 438.230(c)(3)(i)-(ii)). This audit right will exist for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later (42 C.F.R. § 438.230(c)(3)(iii)). COUNTY, DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the CONTRACTOR at any time if there is a reasonable possibility of fraud or similar risk. Inspection shall occur at CONTRACTOR's place of business, premises or physical facilities (42 C.F.R. § 438.230(c)(3)(iv)).

E. If this Agreement is terminated in accordance with Section XLII, TERMINATION PROVISIONS, COUNTY may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.

F. Any audit disallowance adjustments may be paid in full upon demand or withheld at the discretion of the DIRECTOR against amounts due under this Agreement or previous year's Agreement(s).

G. Notwithstanding the foregoing, the COUNTY reserves the right, at any time and without a thirty (30) day written notice, to disallow or withhold CONTRACTOR funding if and when required for material non-compliance as it pertains to any provision of this Agreement.

V. COMPLIANCE PLAN

RUHS-BH has established an Office of Compliance for purposes of ensuring adherence to all standards, rules and regulations related to the provision of services and expenditure of funds in

Federal and State health care programs. CONTRACTOR shall establish its own Compliance Plan/Program and provide documentation to RUHS-BH to evaluate whether the Program is consistent with the elements of a Compliance Program as recommended by the United States Department of Health and Human Services, Office of Inspector General. CONTRACTOR's Compliance Program must include the following elements:

A. Designation of a compliance officer who reports directly to the Chief Executive Officer and the CONTACTOR's Board of Directors and compliance committee comprised of senior management who are charged with overseeing the CONTRACTOR's compliance program and compliance with the requirements of this account. The committee shall be accountable to the CONTRACTOR's Board of Directors.

B. Policies and Procedures
Written policies and procedures that articulate the CONTRACTOR's commitment to comply with all applicable Federal and State standards. CONTRACTOR shall adhere to applicable RUHS-BH Policies and Procedures relating to the Compliance Program and/or its own compliance-related policies and procedures.
   1. CONTRACTOR shall establish and implement procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they arise, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.
   2. CONTRACTOR shall implement and maintain written policies for all COUNTY funded employees, and of any contractor or agent, that provide detailed information about the False Claims Act and other Federal and State laws, including information about rights of employees to be protected as whistleblowers.
   3. CONTRACTOR shall maintain documentation, verification or acknowledgement that the CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors are aware of these Policies and Procedures and the Compliance Program.
   4. CONTRACTOR shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. CONTRACTOR has the option to develop its own or adopt RUHS-BH's Compliance Plan. Should CONTRACTOR develop its own Plan, CONTRACTOR shall submit the Plan prior to implementation for review and approval to:

      RUHS-BH Compliance Officer
      P.O. Box 7549
      Riverside, CA 92513

C. Code of Conduct
   1. CONTRACTOR shall develop its own Code of Conduct and shall submit the Code prior to implementation to the following RUHS-BH Program for review and approval:

      RUHS-BH Compliance Officer
      P.O. Box 7549
      Riverside, CA 92513

   2. CONTRACTOR shall distribute to all CONTRACTOR's employees, subcontractors, interns, volunteers, and members of Board of Directors a copy of the Code of Conduct.

CONTRACTOR shall document annually that such persons have received, read, understand and will abide by said Code.

D. Excluded/Ineligible Persons
CONTRACTOR shall comply with Section X. LICENSING related to excluded and ineligible status in Federal and State health care programs. If the CONTRACTOR determines a party that is excluded, or ineligible, it must promptly notify the COUNTY pursuant to 42 C.F.R. §438.608(a)(2) and (a)(4) and the COUNTY will take action consistent with 42 C.F.R. §438.610(d). The CONTRACTOR shall not certify or pay any excluded, or ineligible, provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority. Please also refer to Section XXI. STAFFING and Section XXV. PROHIBITED AFFILIATIONS.

E. Internal Monitoring and Auditing
CONTRACTOR shall be responsible for conducting internal monitoring and auditing of its agency. Internal monitoring and auditing include, but are not limited to billing and coding practices, licensure/credential/registration/waiver verification and adherence to COUNTY, State and Federal regulations.
1. CONTRACTOR shall take reasonable precautions to ensure that the coding of health care claims and billing for same are prepared and submitted in an accurate and timely manner and are consistent with Federal, State and County laws and regulations as well as RUHS-BH's policies and/or agreements with third party payers. This includes compliance with Federal and State health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or its agents.
2. CONTRACTOR shall not submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.
3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes that accurately describe the services provided.
4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified by the COUNTY, CONTRACTOR, outside auditors, etc.
5. CONTRACTOR shall ensure all employees/service providers maintain current licensure/credential/registration/waiver status as required by the respective licensing Board, applicable governing State and Local agencies, and Title 9 of the California Code of Regulations.

F. Response to Detected Offenses
CONTRACTOR shall respond to and correct detected health care program offenses relating to this Agreement promptly. CONTRACTOR shall be responsible for developing corrective action initiatives for offenses to mitigate the potential for recurrence.

G. Compliance Training
CONTRACTOR is responsible for ensuring its Compliance Officer, and the agency's senior management, employees, and subcontractors attend trainings regarding Federal and State standards and requirements. The Compliance Officer must attend effective training and education related to compliance, including but not limited to, seven (7) elements of a Compliance Program and fraud, waste and abuse. CONTRACTOR is responsible for conducting and tracking Compliance Training for its agency staff. CONTRACTOR is encouraged to attend RUHS-BH Compliance trainings, as offered and available.

H. Enforcement of Standards
CONTRACTOR shall enforce compliance standards uniformly and through well publicized disciplinary guidelines. If CONTRACTOR does not have its own standards, the COUNTY requires the CONTRACTOR utilize RUHS-BH policies and procedures as guidelines when enforcing compliance standards.

I. Communication
CONTRACTOR shall establish and maintain effective lines of communication between its Compliance Officer and CONTRACTOR's employees and subcontractors. CONTRACTOR's employees may use CONTRACTOR's approved Compliance Hotline or RUHS-BH's Compliance Hotline (800-413-9990) to report fraud, waste, abuse or unethical practices. CONTRACTOR shall ensure its Compliance Officer establishes and maintains effective lines of communication with RUHS-BH's Compliance Officer and program.

J. In accordance with the Termination provisions of this Agreement, the COUNTY may terminate this Agreement upon thirty (30) days written notice if CONTRACTOR fails to perform any of the terms of the Compliance provisions. At the COUNTY's sole discretion, CONTRACTOR may be allowed up to thirty (30) days for corrective action.

K. The COUNTY may impose administrative and monetary sanctions, including the temporary withholding of federal financial participation and realignment payments upon the CONTRACTOR for violations of the terms of this contract, and applicable federal and state law and regulations, or the State plan or approved waivers, or for other good cause in accordance with W&I Code § 14197.7 and guidance issued by the Department pursuant to subsection (r) of W&I Code § 14197.7. Please also refer to Exhibit C., Section I. PAYMENT.

VI. STATUS OF CONTRACTOR

A. This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required. CONTRACTOR assumes the exclusive responsibility for the acts of its employees or agents in the performance of the services to be provided. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of its employees, agents and/or subcontractors to the extent required by applicable law for any injuries arising from or connected with services performed on behalf of COUNTY pursuant to this Agreement.

B. CONTRACTOR certifies that it will comply with all applicable state and federal labor laws and regulations, including, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor and California Division of Occupational Safety and Health.

C. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including, but not limited, to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes.

D. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

E. CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments which COUNTY may be required to make pursuant to federal or state law.

F. CONTRACTOR shall maintain on file at all times, and as deemed applicable and appropriate for CONTRACTOR, the following, but not limited to, organization status-related documentation:
   1. Articles of Incorporation;
   2. Any and all Amendment of Articles;
   3. List of Agency's Board of Directors and Advisory Board;
   4. A resolution indicating who is empowered to sign all contract documents pertaining to the agency;
   5. By-laws and minutes of Board meetings; and
   6. All applicable Federal, State and County licenses and certificates.

G. CONTRACTOR shall comply with the disclosure to COUNTY of ownership, control, and relationship information as required in 42 C.F.R. Sections 455.101, 455.104, 455.105, 455.106, 455.434, and Title 22 of the CCR, Section 51000.35, including but not limited to:
   1. Any person with a 5% or more direct or indirect ownership interest in the provider must submit fingerprints when applicable." [42 C.F.R. Sections 455.434(b)(1) and (2)].
   2. The ownership of any subcontractor with whom the CONTRACTOR has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request [42 C.F.R Section 455.105(b)(1)].
   3. Any significant business transactions between the CONTRACTOR and any wholly owned supplier, or between the CONTRACTOR and any subcontractor, during the five-year period ending on the date of the request [42 C.F.R Section 455.105(b)(2)].
   4. The identity of any person who has an ownership interest in or is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).
   5. The identity of any person who is an agent of the CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. Section 455.101.
   6. CONTRACTOR will submit the disclosures (Attachment E, attached hereto) regarding the entity's ownership and control at any of the following times:
      a. Upon proposal submission in accordance with COUNTY procurement process;
      b. Upon executing this Agreement;
      c. Upon renewal or extension of this Agreement;
      d. Within 35 days after any change in the CONTRACTOR's ownership; and
      e. Upon request of RUHS-BH.
   7. Disclosures must include:
      a. The name and address of any person (individual or corporation) with an ownership or control interest of CONTRACTOR. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address
      b. Date of birth and Social Security Number (in the case of an individual)
      c. Other tax identification number (in the case of a corporation) with an ownership or control interest of CONTRACTOR or in any subcontractor in which CONTRACTOR has a 5% or more interest.
      d. Whether the person (individual or corporation) with an ownership or control interest of CONTRACTOR is related to another person with ownership or control interest of

CONTRACTOR as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which CONTRACTOR entity has a 5% or more interest is related to another person with ownership or control interest of CONTRACTOR entity as a spouse, parent, child, or sibling.

e. The name of any other disclosing entity in which the CONTRACTOR has an ownership or control interest
f. The name, address, date of birth and SSN of any managing employee of CONTRACTOR (42 C.F.R. Part 455.104).
g. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).
h. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. section 455.101.

H. CONTRACTOR(s), providers, and subcontractors shall maintain good standing with the California Secretary of State, Internal Revenue Service (IRS), California Franchise Tax Board (FTB), and California Attorney General (AG).

VII. ADMINISTRATIVE CHANGE IN STATUS

A. An administrative change in status is defined as, but is not limited to, a name change not amounting to a change of ownership, a change in the name of the individual authorized to sign contract documents, moving a facility's service location, when directly related to the services provided hereunder, within the same region, closing a facility with services being offered in another already existing contracted facility, when directly related to the services provided hereunder. If, during the term of the Agreement, there is a change in CONTRACTOR's administrative status, a detailed description of the change must be submitted to COUNTY in writing on CONTRACTOR's letterhead as described below. The letter must be signed by the CONTRACTOR's Chairman of the Board or President or Chief Executive Officer, or its designee, and/or a copy of CONTRACTOR's Board minutes authorizing the change be included.
   1. Site addresses, business locations, business ownership, must be provided to COUNTY at least sixty (60) days prior to the effective date of the change.
   2. Signatory authority, management, remittance addresses, tax identification numbers, etc. must be to COUNTY within fourteen (14) days of the date of change.

B. CONTRACTOR is responsible for providing to the COUNTY, annually, at the beginning of each fiscal year and upon execution of the CONTRACTOR's Agreement, emergency and/or after-hours contact information for the CONTRACTOR's organization. CONTRACTOR's emergency and/or after hours contact information shall include, but is not limited to, first and last name of emergency and/or after hours contact, telephone number, cellular phone number, and applicable address(s). CONTRACTOR shall provide this information to the COUNTY at the same time the CONTRACTOR provides the COUNTY with annual insurance renewals and/or changes to insurance coverage.

C. CONTRACTOR shall be responsible for updating this information, immediately and in writing, when changes in CONTRACTOR's emergency and/or after hours contact information occurs during the fiscal year or prior to the end of the fiscal year. Written CONTRACTOR's updates

of this information shall be provided to the COUNTY in accordance with Section XLVI. NOTICES, of this Agreement.

D. Other changes to the Agreement may result in a more formal Agreement amendment. Involuntary changes of status due to disasters should be reported to the COUNTY as soon as possible.

VIII. DELEGATION AND ASSIGNMENT

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in writing by the DIRECTOR (or his designee), prior to CONTRACTOR's finalization of the subcontract, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that the DIRECTOR may require, nor shall any subcontract result in, or imply, the creation of a relationship between the COUNTY and any subcontractor.

B. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void.

D. Any change in the corporate or business structure of CONTRACTOR, such as a change in ownership or majority ownership change resulting in a change to the Federal Tax ID, shall be deemed an assignment for purposes of this paragraph.

IX. ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X. LICENSES

A. CONTRACTOR warrants that it has all necessary licenses, permits, approvals, certifications, waivers, and/or exemptions necessary to provide services hereunder, and as required the laws and regulations of the United States, State of California, the County of Riverside and local governments, and all other appropriate governmental agencies.

B. All Substance Abuse Prevention Treatment (SAPT) providers will be licensed and/or certified as Drug Medi-Cal and Alcohol and Other Drug (AOD) providers by the State.

C. CONTRACTOR agrees to maintain these licenses, permits, approvals, certifications, waivers, and exemptions, etc. throughout the term of this Agreement.

D. CONTRACTOR shall notify DIRECTOR, or its designee, immediately and in writing of its inability to maintain, irrespective of the pendency of an appeal of such licenses, permits, approvals, certifications, waivers or exemptions.

XI. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the State of California, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

XII. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain the following insurance coverage during the term of this Agreement. With respect to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation
If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits no less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the COUNTY OF RIVERSIDE.

B. Commercial General Liability
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or

out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY OF RIVERSIDE as an Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Fidelity Bond
CONTRACTOR agrees to a Fidelity Bond or Crime Insurance policy equal to the maximum Agreement amount. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by COUNTY to CONTRACTOR and applies to all of CONTRACTOR'S directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The COUNTY OF RIVERSIDE and its Agents shall be named as a Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

D. Vehicle Liability
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

E. Professional Liability
CONTRACTOR shall maintain Professional Liability Insurance providing coverage for CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a 'claims made' basis rather than on an 'occurrence' basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under this section shall continue for a period of five (5) years beyond the termination of this Agreement. Policy shall name COUNTY as an additional insured.

F. Cyber Liability
CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and

obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY. Policy shall name the COUNTY as Additional Insureds.

G. Sexual Abuse or Molestation (SAM) Liability
If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, CONTRACTOR shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than $2,000,000 per occurrence or claim.

H. General Insurance Provisions – All Lines
1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and

attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. Certificates of insurance and certified original copies of Endorsements effecting coverage as required herein shall be delivered to Riverside University Health System – Behavioral Health, P.O. Box 7549, Riverside, CA 92513-7549, Contracts Administration.

5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
10. Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

XIII. LIMITATION OF COUNTY LIABILITY

Notwithstanding any other provision of this Agreement, the liability of COUNTY shall not exceed the amount of funds appropriated in the support of this Agreement by the California Legislature.

XIV. WARRANTY AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For CONTRACTOR's breach or violation of this warranty, COUNTY may, at its sole discretion, deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

XV. NON-DISCRIMINATION

A. Employment

1. Affirmative Action shall be taken to ensure applicants and employees are treated without regard to their race, religion, color, creed, gender, gender identity, gender expression, national origin, age, marital status, physical, sensory, cognitive or mental disabilities (Age

Discrimination Act in Employment [29 C.F.R. Part 1625], Title I of the Americans with Disabilities Act [29 C.F.R. Part 1630]) , as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.). Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from DIRECTOR, or his designee, and/or the United States Equal Employment Opportunity Commission setting forth the provisions of this Section.

2. All solicitations or advertisements for recruitment of employment placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, creed, gender, national origin, age, sexual orientation, marital status or physical, sensory, cognitive or mental disabilities.
3. Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract, or understanding must post a notice advising the labor union or worker's representative of the commitments under this Nondiscrimination Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of noncompliance with this section or as otherwise provided by State and Federal law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for future contracts involving Federal, State, or COUNTY funds.

B. Services, Benefits, and Facilities

1. CONTRACTOR certifies that CONTRACTOR and any or all of its subcontractors shall not unlawfully discriminate in the provision of services because of race, religion, color, creed, gender, gender identity, gender expression, national origin, age, familial status, or physical, sensory, cognitive, or mental disability as provided by state and federal law, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000(d) et seq.); Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.) Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.); Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.); 45 C.F.R. Part 84; provisions of the Fair Employment and Housing Act and regulations promulgated hereunder (Government Code Section 12900 et seq. and 2 C.C.R. Section 7285 et seq.); Government Code Section 11135 et seq.; 9 C.C.R. Section 10800 et seq., 42 CFR Section 438.206(b)(1) and (c)(3), and 42 C.F.R. § 438.3(d)(3) and 42 C.F.R. § 438.3(d)(4).
2. For the purpose of this Agreement, discrimination on the basis of race, religion, color, creed, gender, national origin, age, marital status, sexual orientation, or physical, sensory, cognitive, or mental disability includes, but is not limited to, the following: denying an otherwise eligible individual any service or providing benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any otherwise eligible individual to segregation or separate treatment in any matter related to the receipt of any services; restricting an otherwise eligible individual in any way in the enjoyment of any advantages or privilege enjoyed by others receiving any services or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to the DIRECTOR, or his authorized designee, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with COUNTY's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the California Department of Health Care Services (DHCS). CONTRACTOR will maintain a written log of complaints for a period of ten (10) years.
4. Where services hereunder are provided in a facility under CONTRACTOR's control, CONTRACTOR will maintain a safe facility in accordance with Title 9 C.C.R. Section 1810.435(b)(2).
5. CONTRACTOR will store and dispense medications in compliance with all applicable State and Federal laws and regulations and COUNTY's "Medication Guidelines," available from the COUNTY Quality Improvement – Outpatient Division.
6. Where services hereunder are provided in a facility under CONTRACTOR's control, a completed ADA/504 Self-Evaluation (Access to Services) Plan, including a Checklist for Accessibility, must be submitted as a part of the application process requirement for contracting. Existing facilities must provide a current written ADA/504 (Access to Services) Plan to the COUNTY at each renewal, including a current Disability Admission and Referral Policy developed in conjunction with the appropriate RUHS-BH Program Administration.
7. CONTRACTORs that relocate must find space that is accessible. CONTRACTORs that renovate their existing space must meet accessibility standards in order to maintain funding, certification or licensure.
8. CONTRACTORs that are not currently accessible to people with disabilities must have a written and posted referral policy and plan developed in conjunction with the appropriate RUHS-BH Program Administration and members must be provided with a copy of this policy.
9. CONTRACTOR shall not be required to provide, reimburse for, or provide coverage of a counseling or referral service if the CONTRACTOR objects to the service on moral or religious grounds.
10. If CONTRACTOR elects not to provide, reimburse for, or provide coverage of a counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
    a. To RUHS-BH Program Administrator;
    b. When Agreement is executed;
    c. Whenever CONTRACTOR adopts the policy during the term of the Agreement;
    d. Consistent with the provisions of 42 Code of Federal Regulations part 438.10;
    e. To potential members before and during enrollment; and
    f. To members at least thirty (30) days prior to the effective date of the policy for any particular service.
11. CONTRACTOR shall ensure that services provided are available and accessible to member in a timely manner including those with limited English proficiency or physical or mental disabilities. CONTRACTOR shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal member with physical or mental disabilities (42 C.F.R. Sections 438.206(b)(1) and (c)(3).
12. CONTRACTOR shall not discriminate against member on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.3(d)(3). CONTRACTOR

shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability (42 C.F.R. Section 438.3(d)(4)).

XVI. PERSONS WITH DISABILITIES

CONTRACTOR agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794) and all requirements as imposed by the applicable Federal Department of Health and Human Services (DHHS) regulations (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto. No qualified person with a disability shall, on the basis of their disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program, service activity or employment opportunity provided by programs licensed or certified under this Agreement or by DHCS.

Further, CONTRACTOR agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. Section 794 (d), and regulations implementing that act as set forth in Title 36 C.F.R. Part 1194. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

XVII. REPORTS

Adherence to reporting requirements, as described herein (XVII, Subsections A-I), will be monitored by the COUNTY Contract Monitoring Team. When deficiencies or areas needing improvement are identified, CONTRACTOR agrees to implement corrective actions and respond to administrative findings. Failure to comply with reporting requirement(s) may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance.

A. CONTRACTOR shall participate in the COUNTY's Management Information System (MIS) as required by DIRECTOR, or authorized designee. CONTRACTOR shall report to the program applicable member and staff related data regarding the CONTRACTOR's program by the fifth (5th) calendar day of the following month.

B. CONTRACTOR's receiving any public funding for SAPT services, including Narcotic Treatment Program (NTP)/Opioid Treatment Program (OTP) CONTRACTORs, must report California Outcome Measurement Service (CalOMS) data for all members receiving treatment, whether those individual member services are funded by public funds or not.

C. CONTRACTOR shall provide the COUNTY with applicable reporting documentation as specified and/or required by the COUNTY, DHCS and Federal guidelines. COUNTY may provide additional instructions on reporting requirements.

D. CONTRACTOR shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding funds.

E. If CONTRACTOR provides SAPT services, CONTRACTOR shall submit DATAR (Drug and Alcohol Treatment Access Reports) to the State, due by the 10th day following the end of each month. All providers must log onto the State DHCS website at http://www.dhcs.ca.gov/Pages/default.aspx and follow the prompts to submit the DATAR Form. In addition, COUNTY will monitor CONTRACTOR DATAR submissions on a monthly basis through the DATAR website. Failure to comply with the DATAR requirements may result in the withholding of CONTRACTOR payments until CONTRACTOR is found to be in compliance with this requirement by the COUNTY.

F. CONTRACTOR shall comply with the State reporting requirements pursuant to 9 C.C.R. Section 10561. Upon the occurrence of any of the events listed hereafter, the CONTRACTOR shall make a telephonic report to the State department licensing staff (hereinafter "State") within one (1) working day. CONTRACTOR shall submit an Adverse Incident Report form, Attachment C, to the COUNTY within twenty-four (24) hours of the incident and a written report to the State within seven (7) days of the event. If a report to local authorities exists which meets the requirements cited, a copy of such a report will suffice for the written report required by the COUNTY.
   1. Events reported shall include:
      a. Death of any resident from any cause;
      b. Any facility related injury of any resident that requires medical treatment;
      c. All cases of communicable disease reportable under 17 C.C.R. Section 2502 shall be reported to the local health officer in addition to the State;
      d. Poisonings;
      e. Catastrophes such as flooding, tornado, earthquake or any other natural disaster; and,
      f. Fires or explosions that occur in or on the premises.
   2. Information provided shall include the following:
      a. Consumer name, age, sex, and date of admission;
      b. Date, time and nature of the event;
      c. Attending physician's name, findings and treatment, if any; and,
      d. The items below shall be reported to the COUNTY within ten (10) working days following the occurrence:
         a. The organizational changes specified in 9 C.C.R. Section 10561(a) of this subchapter;
         b. Any change in the licensee's or applicant's mailing address; and,
         c. Any change of the administrator of the facility. Such notification shall include the new administrator's name, address and qualifications.

G. COUNTY reserves the right to perform a further investigation of any and all adverse incidents as outlined in paragraph F above at their discretion. Based on the outcome of the adverse incident investigation, COUNTY may suspend CONTRACTOR referrals or terminate CONTRACTOR'S Agreement until CONTRACTOR takes corrective action to the satisfaction of COUNTY.

H. CONTRACTOR must adhere to all applicable Federal, State and County reporting requirements as mandated. The COUNTY shall provide necessary instructions and direction to CONTRACTOR regarding COUNTY policies and procedures for meeting requirements.

I. CONTRACTOR shall report member and staff data about the CONTRACTOR's program and services as required by the DIRECTOR, or its authorized designee, or by the State, regarding the CONTRACTOR's activities as they affect the duties, roles, responsibilities, and purposes contained in this Agreement, and as may be specifically referenced in Exhibit A. COUNTY

shall provide CONTRACTOR with at least thirty (30) days prior written notice of any additional, required reports in this matter. COUNTY shall provide instructions on the reporting requirements as required herein.

XVIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONTRACTOR is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, Title 42 C.F.R. Part 2, as applicable, and the laws and regulations promulgated subsequent thereto. The CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this law.

XIX. CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to COUNTY records, member records/charts, billing records, research and member identifying reports, and the COUNTY's Management Information System in accordance with WIC Sections 14100.2 and 5328 et seq., 42 C.F.R. Section 431.300 et seq., 42 U.S.C. Section 1320d et seq., the Health Insurance Portability and Accountability Act of 1996, including, but not limited to, 45 C.F.R. Parts 142, 160, 162 and 164, and all other applicable COUNTY, State and Federal laws, regulations, ordinances and directives relating to confidentiality and security of member records and information.

A. Pursuant to its contract with the State Department of Health Care Services, RUHS-BH requires CONTRACTOR adhere to the following data security requirements:
   1. Personnel Controls
      Employee Training. CONTRACTORs and its employees who assist in the performance of functions or activities on behalf of RUHS-BH, or access or disclose RUHS-BH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information about privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
   2. Employee Discipline
      Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
   3. Confidentiality Statement
      All persons that will be working with RUHS-BH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing RUHS-BH PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for RUHS-BH inspection for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.
   4. Background Check
      Before a member of the workforce may access RUHS-BH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. CONTRACTOR shall retain each workforce members'

background check documentation for a period of ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5. Technical Security Controls
   a. Workstation/Laptop Encryption
      All workstations and laptops that store RUHS-BH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved in writing by RUHS-BH's Office of Information Technology.
   b. Server Security
      Servers containing unencrypted RUHS-BH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
   c. Minimum Necessary.
      Only the minimum necessary amount of RUHS-BH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
   d. Removable Media Devices
      All electronic files that contain RUHS-BH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
   e. Antivirus Software
      All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
   f. Patch Management
      All workstations, laptops and other systems that process and/or store RUHS-BH PHI or PI must have critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
   g. User IDs and Password Controls
      All users must be issued a unique username for accessing RUHS-BH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
         a. Upper case letters (A-Z)
         b. Lower case letters (a-z)
         c. Arabic numerals (0-9)
         d. Non-alphanumeric characters (punctuation symbols)

h. Data Destruction
When no longer needed, all RUHS-BH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission from RUHS-BH's Office of Information Technology.

i. System Timeout
The system providing access to RUHS-BH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners
All systems providing access to RUHS-BH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging
The system must maintain an automated audit trail which can identify the user or system process which initiates a request for RUHS-BH PHI or PI, or which alters RUHS-BH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If RUHS-BH PHI or PI are stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

l. Access Controls
The system providing access to RUHS-BH PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission Encryption
All data transmissions of RUHS-BH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing RUHS-BH PHI can be encrypted. This requirement pertains to any type of RUHS-BH PHI or PI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection
All systems involved in accessing, holding, transporting, and protecting RUHS-BH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

6. Audit Controls
System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing RUHS-BH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

7. Log Review
All systems processing and/or storing RUHS-BH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

8. Change Control
All systems processing and/or storing RUHS-BH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

9. Business Continuity/Disaster Recovery Controls
   a. Emergency Mode Operation Plan
      CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of RUHS-BH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
   b. Data Backup Plan
      CONTRACTOR must have established documented procedures to backup RUHS-BH PHI to maintain retrievable and exact copies of RUHS-BH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore RUHS-BH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of RUHS-BH data.
10. Paper Document Controls
   a. Supervision of Data
      RUHS-BH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. RUHS-BH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
   b. Escorting Visitors
      Visitors to areas where RUHS-BH PHI or PI are contained shall be escorted and RUHS-BH PHI or PI shall be kept out of sight while visitors are in the area.
   c. Confidential Destruction
      RUHS-BH PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.
   d. Removal of Data
      Only the minimum necessary RUHS-BH PHI or PI may be removed from the premises of CONTRACTOR except with express written permission of RUHS-BH. RUHS-BH PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's locations.
   e. Faxing
      Faxes containing RUHS-BH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
   f. Mailing
      Mailings containing RUHS-BH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of RUHS-BH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of RUHS-BH to use another method is obtained.

B. During the term of this Agreement, CONTRACTOR shall notify COUNTY, immediately upon discovery of any breach of Protected Health Information (PHI) and/or data where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the COUNTY Behavioral Health Compliance

Officer within two (2) business days of discovery at (800) 413-9990. CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosures as required by applicable Federal, State and or County laws and regulations. CONTRACTOR shall investigate such breach and provide a written report of the investigation to the COUNTY Behavioral Health Compliance Officer, postmarked within thirty (30) working days of the discovery of the breach to the address as follows:

RUHS-BH Compliance Officer
P.O. Box 7549
Riverside, CA 92513

C. If the security breach requires notification under Civil Code Section 1798.82, CONTRACTOR agrees to assist the COUNTY in any way, in any action pertaining to such unauthorized disclosure required by applicable, Federal, State and/or County laws and regulations.

D. If CONTRACTOR receives any requests by subpoena, from attorneys, insurers or as it relates to this Agreement, not including member records requests, CONTRACTOR will provide COUNTY with a copy of any document released as a result of such request, and will provide the name, address and telephone number of the requesting party.

E. For the purposes of the above paragraphs, identifying information is considered to be any information that reasonably identifies an individual in their past, present, or future physical or mental condition. This includes, but is not limited to, any combination of the person's first and last name, address, Social Security Number, date of birth, identifying number, symbol, or other identifying particulars assigned to the individual, such as fingerprint or photograph.

XX. RECORDS/INFORMATION AND RECORD RETENTION

All records shall be available for inspection by the designated auditors of COUNTY, State Department of Justice, State DHCS, U.S. Department of Health and Human Services and the U.S Office of the Inspector General at reasonable times during normal business hours. CONTRACTOR shall retain, all records and documents originated or prepared pursuant to CONTRACTOR's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. Parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records include but are not limited to all physical and electronic records originated or prepared pursuant to the performance under this Agreement including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for members. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such record or copy thereof to the COUNTY.

Unless otherwise stated, CONTRACTOR shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Health and Safety Code Section 123149, 42 C.F.R. Section 433.32, and 22 C.C.R. Section 51341.1.

A. Medical/Consumer Records
CONTRACTOR shall adhere to the licensing authority, the State Department of Social Services, DHCS and Medi-Cal documentation standards, as applicable. CONTRACTOR shall maintain accurate and complete medical records on each individual member which includes

at a minimum, a care plan, diagnostic procedures, evaluation studies, problems to be addressed, medications provided, and records of service provided by the various personnel in sufficient detail to make possible an evaluation of services, including records of member interviews and progress notes. If CONTRACTOR provides SAPT services, all member records shall contain a completed copy of the American Society of Addiction Medicine (ASAM) tool.

B. Financial Records
CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Fiscal records must comply with Title II, Subtitle A, Part 200 of the C.F.R. regarding the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Allowable costs shall be those costs defined in Centers for Medicare and Medicaid Services Manual (CMS 15-1) and the DHCS Drug Fiscal System Manual, if applicable, and any changes thereto. Statistical data shall be kept and reports made as required by the DIRECTOR, or designee, and the State of California. All such records shall be available for inspection by the designated auditors of COUNTY or State at reasonable times during normal business hours.

C. Financial Record Retention
Appropriate financial records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years or, in the event of an audit exception and appeal, until the audit finding is resolved, whichever is later.

D. Member Record Retention
Member records shall be maintained and retained by CONTRACTOR for a minimum of ten (10) years following discharge of the member. Records of minors shall be kept for ten (10) years after such minor has reached the age of eighteen (18) years. Thereafter, the member file is retained for ten (10) years after the member has been discharged from services.

E. Shared Records/Information
CONTRACTOR and COUNTY shall maintain a reciprocal shared record and information policy, which allows for sharing of member records and information between CONTRACTOR and COUNTY. Except as permitted by law, either COUNTY or CONTRACTOR shall not release these member records or information to a third party without a valid authorization, or if compelled by law.

F. Records Ownership
COUNTY is the owner of all member records. In the event that the Agreement is terminated, the CONTRACTOR is required to prepare and box the member medical records so that the COUNTY can archive them. Records are to be in hard copy format, placed in individual file folders and labeled in the following format: last name, first name, middle initial, date of birth, medical records number and last date of service. CONTRACTOR shall coordinate the transfer of records to the COUNTY with the Program/Regional Administrator. The COUNTY is responsible for taking possession of the records and storing them according to regulatory requirements. The COUNTY is required to provide the CONTRACTOR with a copy of any medical record that is requested by the CONTRACTOR, as required by regulations, at no cost to the CONTRACTOR, and in a timely manner.

G. Records Inspection

All records shall be available for inspection by all applicable and designated Federal, State, and County auditors during normal business hours. Records shall include, but are not limited to, all physical and electronic records originated or prepared pursuant to the performance under this Agreement; including, but not limited to, working papers, reports, financial records or books of account, medical records, prescription files, subcontracts, any and other documentation pertaining to medical and non-medical services for members. Upon request, at any time during the period of this Agreement, the CONTRACTOR will furnish any such records or copies thereof, to the applicable Federal, State and County auditors. CONTRACTOR shall be subject to the examination and audit of the Office of the Inspector General for a period of no less than ten (10) years pertaining to individuals over the age of eighteen (18) years of age-related documentation; and no more than ten (10) years pertaining to minor related documentation after final payment under Agreement.

XXI. STAFFING

CONTRACTOR shall operate continuously throughout the term of this Agreement in conformance to the staffing expectations as required by state licensing requirements and as may be additionally described in Exhibit A. CONTRACTOR is responsible for ensuring that their personnel are qualified, holding appropriate license(s)/certificate(s) for the services provided in accordance with the WIC Section 5751.2, the requirements set forth in Title 9 of the C.C.R., Health and Safety Code Section 11215 et seq., the Business and Professions Code, DHCS policy letters, and any amendments thereto. Furthermore, CONTRACTOR acknowledges all of its officers, board members, employees, associates, and agents providing services hereunder are eligible for reimbursement for said services by their exclusion from the Federal "List of Excluded Parties" registry.

A. CONTRACTOR shall maintain specific job descriptions/duty statements for each position describing the assigned duties, reporting relationship, and shall provide sufficient detail to serve as the basis for an annual performance evaluation.

B. During the term of this Agreement, CONTRACTOR shall maintain and shall provide upon request to authorized representatives of COUNTY, the following:
   1. A list of persons by name, title, and professional degree, including, but not limited to, licensing, experience, credentials, Cardiopulmonary Resuscitation (CPR) Training, First Aid training, languages spoken, Race/Ethnicity with an option to select "Prefer Not to Say" and/or certification and experience of persons providing services hereunder, and any other information deemed necessary by the DIRECTOR or designee. All certifications should comply with applicable California Health and Safety Code of Regulations.
   2. Previously established and/or updated Personnel policies and procedures;
   3. Updated personnel file for each staff member (including subcontractors, as approved by COUNTY and volunteers) that includes at minimum the following:
      a. Resume or employment application, proof of current licensure, all applicable employment related certifications, registration;
      b. List of all applicable trainings during time of employment to present;
      c. Annual job performance evaluation;
      d. Employment offer letter;
      e. Employment application;
      f. Job duties description or duty statement;
      g. Continuing education;
      h. results of livescan, background check, and

i. SAPT Only: TB test.

C. Pursuant to 42 C.F.R. Section 455.434, CONTRACTOR shall conduct criminal background records checks, including fingerprinting on all employees, subcontractors, and volunteers. The CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) for each employee, subcontractor and volunteer before providing services to RUHS-BH members. A signed certification of such clearance shall be retained in each individual's personnel file.

D. During the term of this Agreement, CONTRACTOR with fifteen (15) or more employees will designate a Disability Access Coordinator. The Disability Access Coordinator is responsible for the development and implementation of the program's ADA/ 504 Self-Evaluation Plan and Annual Updates.

E. CONTRACTOR shall institute and maintain an in-service training program of treatment review and case conferences and/or prevention strategies as appropriate, in which professional and other appropriate personnel shall participate.

F. CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200, et seq.

G. CONTRACTOR shall follow all Federal, State and County policies, laws and regulations regarding staffing and/or employee compensation. CONTRACTOR shall not pay or compensate any of its staff, personnel or employees by means of cash. All payments or compensation made to CONTRACTOR staff, personnel and/or employees in association with the fulfillment of this Agreement shall be made by means of staff, personnel and/or employee Certified Payroll only.

H. CONTRACTOR is responsible for notifying the COUNTY of all changes to indirect and direct personnel service providers that will have an impact on its Electronic Management of Records (ELMR) system. These changes include, but are not limited to, adding new personnel, modifying existing personnel, or terminating personnel. CONTRACTOR is responsible for completing the Computer Account Request Form (CARF) provided by the designated COUNTY Program Analyst, when such changes occur and will have an impact on ELMR data entry or system access. CONTRACTOR shall submit the completed CARF form to RUHS-BH Management Reporting Unit via email at MRU_Support@ruhealth.org

I. CONTRACTOR staff requiring access to ELMR must submit a Virtual Private Network (VPN) Account Request and Agreement Forms, Attachment D, to RUHS-BH Contracts Administration Unit via email at BHContracts@ruhealth.org. Once the VPN account has been established, COUNTY designee will communicate with ELMR Support personnel who will contact the CONTRACTOR to provide ELMR access training.

J. Federal and State Database Checks
CONTRACTOR shall be responsible for confirming the identity and determining the exclusion status of its officers, board members, employees, associates, and agents through routine checks of Federal and State databases. This includes:
1. Social Security Administration's Death Master File;
2. National Plan and Provider Enumeration System (NPPES);

3. List of Excluded Individuals/Entities (LEIE);
4. System for Award Management (SAM);
5. CMS' Medicare Exclusion Database (MED);
6. DHCS' Suspended and Ineligible Provider List.; and
7. Restricted Provider Database (RPD).
    a. These databases shall be consulted upon appointment of board members or hiring of employees, associates and agents and SAM, LEIE, and RDP must be reviewed no less frequently than monthly thereafter.

CONTRACTOR shall notify COUNTY, in writing within thirty (30) calendar days, if and when any CONTRACTOR's personnel are found listed on this site and what action has been taken to remedy the matter. CONTRACTOR shall establish their own procedures to ensure adherence to these requirements.

Pursuant to Exhibit C, Section I.4.c, as part of the monthly invoice submission, CONTRACTOR is required to submit a signed Program Integrity Form (Exhibit C, Attachment A) to COUNTY certifying that they have conducted the required database checks. CONTRACTOR shall notify COUNTY, in writing within thirty (30) calendar days, if and when any CONTRACTOR's personnel are found listed on this site and what action has been taken to remedy the matter. CONTRACTOR shall establish their own procedures to ensure adherence to these requirements.

XXII. CREDENTIALING

A. For all of CONTRACTOR's licensed, waivered, registered and/or certified employees, CONTRACTOR must verify and document the following items through a primary source, as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by the CONTRACTOR unless the CONTRACTOR can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
    1. The appropriate license and/or board certification or registration, as required for the particular provider type;
    2. Evidence of graduation or completion of any required education, as required for the particular provider type;
    3. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
    4. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

B. In addition, CONTRACTOR must verify and document the following information from each clinical staff, as applicable, CONTRACTOR need not verify this information through a primary source:
    1. Work history;
    2. Hospital and clinic privileges in good standing;
    3. History of any suspension or curtailment of hospital and clinic privileges;
    4. Current Drug Enforcement Administration identification number;
    5. National Provider Identifier number;
    6. Current malpractice insurance in an adequate amount, as required for the particular provider type;
    7. History of liability claims against the provider;
    8. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See https://www.npdb.hrsa.gov/;
    9. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider

List, may not participate in the Plan's provider network. This list is available at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp; and

10. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.

C. Attestation

CONTRACTOR must submit a signed and dated statement at the time of contract initiation and at minimum every three (3) years thereafter, attesting to the following:

1. Any limitations or inabilities that affect the CONTRACTOR's ability to perform any of the position's essential functions, with or without accommodation;
2. A history of loss of license or felony conviction;
3. A history of loss or limitation of privileges or disciplinary activity;
4. A lack of present illegal drug use; and
5. The statement's accuracy and completeness

D. Provider Re-credentialing

CONTRACTOR shall verify and document at the time of Agreement initiation, and at a minimum every three (3) years, that each employee that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements listed above. CONTRACTOR must require each provider to submit any updated information needed to complete the re-credentialing process, as well as a new signed attestation. In addition to the initial credentialing requirements, re-credentialing should include documentation that CONTRACTOR has considered information from other sources pertinent to the credentialing process, such as quality improvement activities, beneficiary grievances, and medical record reviews.

E. Provider Credentialing and Re-credentialing Procedures

CONTRACTOR may delegate its authority to perform credentialing reviews to a professional credentialing verification organization; nonetheless, the CONTRACTOR remains contractually responsible for the completeness and accuracy of these activities. If the CONTRACTOR delegates credential verification activities to a subcontractor, it shall establish a formal and detailed agreement with the entity performing those activities. To ensure accountability for these activities, CONTRACTOR must establish a system that:

1. Evaluates the subcontractor's ability to perform these activities and includes an initial review to assure that the subcontractor has the administrative capacity, task experience, and budgetary resources to fulfill its responsibilities;
2. Ensures that the subcontractor meets the CONTRACTOR, COUNTY and DHCS' standards; and
3. Continuously monitors, evaluates, and approves the delegated functions.

CONTRACTOR is responsible for ensuring that their delegates comply with all applicable state and federal law and regulations and other contract requirements as well as DHCS guidance, including applicable Informational Notices.

CONTRACTOR must maintain a system for reporting serious quality deficiencies that result in suspension or termination of an employee to COUNTY, and other authorities as appropriate. CONTRACTOR must maintain policies and procedures for disciplinary actions, including reducing, suspending, or terminating an employee's privileges.

XXIII. PHYSICIAN INCENTIVE PLAN

When applicable, CONTRACTOR is prohibited from offering Physician Incentive Plans, as defined in Title 42 C.F.R. Sections 422.208 and 422.210, unless approved by RUHS-BH in advance that the Plan(s) complies with the regulations.

XXIV. FRAUD REPORTING REQUIREMENTS

A. CONTRACTOR shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the RUHS-BH Compliance Officer about the following:
   1. Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).
   2. CONTRACTOR shall immediately report to RUHS-BH all overpayments identified or recovered, specifying the overpayments due to potential fraud.
   3. CONTRACTOR shall immediately report to RUHS-BH any information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).
   4. CONTRACTOR shall immediately report to RUHS-BH any information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If CONTRACTOR identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste, or abuse, CONTRACTOR shall immediately notify RUHS-BH Compliance Officer; and conduct an internal investigation to determine the validity of the issue/complaint and develop and implement corrective action if needed.

   If CONTRACTOR's internal investigation concludes that fraud or abuse has occurred or is suspected, the issue if egregious, or beyond the scope of the CONTRACTOR's ability to pursue, the CONTRACTOR shall immediately report to the RUHS-BH Compliance Officer for investigation, review and/or disposition.

C. CONTRACTOR shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)). CONTRACTOR understands RUHS-BH, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk.

D. As applicable, as a condition for receiving payment under a Medi-Cal managed care program, CONTRACTOR shall comply with the provisions of Title 42 C.F.R. Sections 438.604, 438.606, 438.608 and 438.610. CONTRACTOR must have administrative and management processes or procedures, including a mandatory compliance plan, that are designed to detect and prevent fraud, waste or abuse. Pursuant to 42 C.F.R. Section 438.608 (a)(8), COUNTY shall suspend payments to CONTRACTOR for which there is credible evidence of fraud.

E. Suspected Medi-Cal fraud, waste, or abuse shall be reported to: DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

XXV. PROHIBITED AFFILIATIONS

A. CONTRACTOR shall not knowingly have any prohibited type of relationship with the following:

1. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549 (42 C.F.R. Section 438.610(a)(1)).
2. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR Section 2.101, of a person described in this section (42 C.F.R. Section 438.610(a)(2).

B. CONTRACTOR shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. § 438.214(d)(1), 438.610(b)).

C. CONTRACTOR shall not have any types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity as follows:
1. A director, officer, agent, managing employee, or partner of the CONTRACTOR (42 U.S.C. Section 1320a-7(b)(8)(A)(ii); 42 C.F.R. Section 438.610(c)(1)).
2. A subcontractor of the CONTRACTOR, as governed by 42 C.F.R. Section 438.230. (42 C.F.R. Section 438.610(c)(2)).
3. A person with beneficial ownership of 5 percent (5%) or more of the CONTRACTOR's equity ((42 C.F.R. Section 438.610(c)(3)).
4. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4)).
5. A network provider or person with an employment, consulting, or other arrangement with the CONTRACTOR for the provision of items and services that are significant and material to the CONTRACTOR's obligations under this Agreement (42 C.F.R. Section 438.610(c)(4)).

D. CONTRACTOR shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services, or the establishment of policies or provision of operational support for such services [42 C.F.R. Section 438.808(b)(3)].

E. CONTRACTOR and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2)).

XXVI. PROVIDER ADEQUACY

A. CONTRACTOR shall submit to RUHS-BH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted at each of the following stages:
1. At the time it enters into this Agreement with the COUNTY;
2. During the first month of every fiscal quarter: January, April, July, and October for each contracted site;
3. Annually submit rendering provider forms for each staff providing direct services; and
4. At any time there has been a significant change, as defined by RUHS-BH, in the CONTRACTOR's operations that would affect the adequacy capacity of services, including the following:

a. A decrease of twenty-five percent (25%) or more in services or providers available to member;
b. Changes in benefits;
c. Changes in geographic service area; and
d. Details regarding the change and CONTRACTOR's plans to ensure member continue to have access to adequate services and providers.

5. Failure to comply with the required Network Adequacy reporting requirements may result in payment hold.

XXVII. LANGUAGE LINE UTILIZATION

A. CONTRACTOR must submit language line utilization detailing monthly use of interpretation services for member' face-to-face encounters, telephonic service encounter and 24/7 access line service encounters.

B. Language line utilization data submission should include the reporting period, the total number of encounters requiring language line services, the language utilized during the encounter requiring language line services, and a reason as to why the services were not provided by a bilingual provider/staff or via face-to-face interpretation for each one of the encounters requiring language line services.

C. Language line utilization must be submitted to RUHS-BH using the template provided by RUHS-BH and following the instructions contained on the reporting tool. Completed template must be submitted via email to ELMRSupport@ruhealth.org

XXVIII. TIMELY ACCESS TO SERVICES

In accordance with 42 C.F.R. Section 438.206(c)(1), the CONTRACTOR shall comply with the requirements set forth in Title 9 C.C.R. Section 1810.405 and RUHS-BH Policy #267.

A. SAPT Services:
CONTRACTOR shall comply with the Timely Access provision identified in Exhibit A. Scope of Work.

B. Mental Health Services:
CONTRACTOR shall comply with the following Timely Access provisions for Mental Health Services:

1. CONTRACTOR will have hours of operation during which services are provided to Medi-Cal member that are no less than the hours of operation during which the provider offers services to non-Medi-Cal member.
2. Routing First Appointments
   a. Consumers who call or walk in to CONTRACTOR's program requesting outpatient mental health services will be offered an appointment in the least restrictive community-based setting within ten (10) business days.
   b. Consumers requesting or being referred for an appointment with a psychiatrist will be offered an appointment within fifteen (15) business days.

   These requests/referrals will be recorded in the member's chart with the date the request/referral was made.
3. Emergent Appointments
   Consumers in need of immediate intervention to prevent significant behavioral health deterioration will be offered a walk-in or scheduled appointment the same day, or will be referred to the closest crisis stabilization unit near to where the member is physically located at that time.

4. Urgent Appointments
   a. Consumers determined to be in need of an urgent appointment where significant behavioral health deterioration is anticipated will be offered an appointment within 48 hours when prior authorization is not required.
   b. Consumers in urgent need of an appointment when prior authorization is required will be offered an appointment within 96 hours.
5. Follow-up Services
   a. Non-physician, non-urgent appointments will be scheduled within ten (10) days of the request for appointment. This time may be extended if the referring or treating behavioral health professional, or the triage or screening behavioral health professional, as applicable and acting within their scope of practices, determines that a longer waiting time will not have a detrimental impact on the health of the member.
   b. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance, consistent with professional recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of their practice.
6. Rescheduled Appointments
   In the event that an appointment must be rescheduled, it shall be done in a manner that is appropriate for the member's behavioral health care needs and ensures continuity of care consistent with good professional practices.
7. Appointment Scheduling
   Members will be offered appointments within the timeframes outlined in the paragraphs above. In circumstances where the member declines an appointment within the specified timeframe, this information will be logged, maintained and reported in a manner consistent with COUNTY guidelines.

XXIX. CHARITABLE CHOICE

A. As Behavioral Health and/or Substance Use service providers and funding recipients, under the State Charitable Choice requirements, CONTRACTOR must adhere to the following:
   1. Ensure that CONTRACTOR provides notice to all its members of their right to alternative services if, when, and where applicable;
   2. Ensure that CONTRACTOR refers members to alternative services if, when and where applicable; and
   3. Fund and/or provide alternative service if, when and where applicable. Alternative services are services determined by the State to be accessible, comparable, and provided within a reasonable period of time from another Behavioral Health and/or Substance Use provider (or alternative provider if, when and where applicable) to which the member has no objection.

B. As this Agreement relates to Nondiscrimination and Institutional Safeguards for Religious Providers, the CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, U.S.C., Section 300x-65 and Title 42, C.F.R. Part 54, (Reference Document 1B) Charitable Choice Regulations. CONTRACTOR shall immediately advise COUNTY of any member who has religious objections to CONTRACTOR's program.

XXX. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

A. In accordance with the Trafficking Victims Protection Act of 2000 (TVPA) (22 USCA sec. 7101, et seq.), CONTRACTORs that provide Medi-Cal eligible services certifies that at the time the Agreement is executed, CONTRACTOR will remain in compliance with Section 106(g) of the TVPA as amended (22 U.S.C. Section 7104). The TVPA strictly prohibits any contractor or contractor employee and/or agent from:

1. Engaging in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
2. Procuring a commercial sex act during the period of time the Agreement is in effect; or
3. Using forced labor in performance of the Agreement.

B. Any violation of the TVPA may result in a unilateral termination of this Agreement without penalty in accordance with 2 CFR Part 175.

C. Contractors will ensure staff have been trained (or aware) of TVPA requirements.

XXXI. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2204(a), CONTRACTOR certifies that at the time the Agreement is signed, the CONTRACTOR is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. CONTRACTORS are cautioned that making a false certification may subject the CONTRACTOR to civil penalties, termination of existing Agreement, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

XXXII. CULTURAL COMPETENCY

A. The CONTRACTOR shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all member, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. Section 438.206(c)(2).

B. CONTRACTOR shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 C.F.R. section 438.206(c)(2).

C. CONTRACTOR shall develop a Cultural Competence Plan, which shall be submitted and approved by COUNTY with progress reports submitted annually, that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

D. CONTRACTOR shall offer alternatives and options that accommodate individual preference, or cultural and linguistic preferences, demonstrated by the provision of culture-specific programs, provided by the CONTRACTOR and/or referral to community-based, culturally appropriate, non-traditional mental health provider.

E. CONTRACTOR shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.

XXXIII. INFORMING MATERIALS

A. If providing direct services, CONTRACTOR shall provide all COUNTY members being served by CONTRACTOR with a Notice of Privacy Practices information brochure or pamphlet during the time of the member's first visit. CONTRACTOR is subsequently responsible for issuing

the Notice of Privacy Practices (NPP) information brochure or pamphlet to all members every three (3) years at a minimum and/or every time the Notice of Privacy Practices information is updated and/or changed. Also, the CONTRACTOR is responsible for having the member sign, acknowledging receipt of the NPP information, and CONTRACTOR must keep member signed acknowledgement on file every three (3) years upon receipt from member.

B. All written materials for potential members and members with disabilities must utilize easily understood language and a format which is typically at 5th or 6th grade reading level, in a font size no smaller than 12 point, be available in alternative formats and through the provision of auxiliary aids and services, in an appropriate manner that takes into consideration the special needs of potential members or members with disabilities or limited English proficiency and include a large print tagline and information on how to request auxiliary aids and services, including the provision of the materials in alternative formats [42 C.F.R. Section 438.10(d)(6)(ii)]. The aforementioned written materials may only be provided electronically by the CONTRACTOR if all of the following conditions are met:
   1. The format is readily accessible;
   2. The information is placed in a location on the CONTRACTOR's website that is prominent and readily accessible;
   3. The information is provided in an electronic form which can be electronically retained and printed;
   4. The information is consistent with the content and language requirements of this agreement; and
   5. The member is informed that the information is available in paper form without charge upon request and CONTRACTOR provides it upon request within five (5) business days (42 C.F.R. Section 438.10(c)(6)).

C. CONTRACTOR shall ensure its written materials are available in alternative formats, including large print, upon request of the potential member or member with disabilities at no cost. Large print means printed in a font size no smaller than 18 point (42 C.F.R. Section 438.10(d)(3)).

D. CONTRACTOR shall provide the required information in this section to each beneficiary when first receiving Specialty Mental Health Services and upon request (1915(b) Medi-Cal Specialty Mental Health Services Waiver Section (2)(d)(d), p. 26, attachments 3 and 4); (Title 9 C.C.R. Section 1810.360(e)).

E. CONTRACTOR shall make the RUHS-BH Provider Directory and Beneficiary Handbook available to members in electronic form and paper format upon request. Both documents are available at http://www.rcdmh.org/. CONTRACTOR shall provide paper copies within five (5) business days without charge to members.

XXXIV. CONFLICT OF INTEREST

A. CONTRACTOR shall comply with the conflict of interest safeguards described in:
   1. 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and
   2. The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. CONTRACTOR shall employ no COUNTY employee whose position in COUNTY enables him to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee in any capacity herein, or in any other direct or indirect financial interest in this Agreement.

C. During the term of this Agreement and for one (1) year after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire, any individual who is employed by COUNTY.

XXXV. GRIEVANCE AND FAIR HEARING

A. If a Medi-Cal contractor, CONTRACTOR shall ensure that staff is knowledgeable of and compliant with State law and RUHS-BH policy/procedure regarding the issuance of Notice of Adverse Benefit Determinations (NOABDs). CONTRACTOR shall fax a copy within 24 hours of all NOABDs to RUHS-BH Outpatient Quality Improvement at (951) 955-7203.

B. CONTRACTOR shall place the Grievance Procedure and Appeal Procedure pamphlets and forms in readily accessible and visibly posted in prominent locations in member and staff areas, including beneficiary waiting areas. Self-addressed envelopes for mailing grievances and/or appeals to RUHS-BH Outpatient QI will be located next to the descriptions of the Grievance Procedure and the Appeal Procedure. The grievance, appeals, and self-addressed envelopes must be available to the members and/or member's representative without the member and/or member's representative having to make a verbal or written request to anyone.

C. State and Federal law guarantees members a right to a Fair Hearing if services are being denied, terminated, or reduced. CONTRACTOR shall comply with the process established by Federal and State laws and regulations.

XXXVI. PATIENTS' RIGHTS

Patients' rights shall be observed by CONTRACTOR as provided in the Welfare and Institutions Code Section 5325.1, as well as Titles 9 and 22 of the C.C.R., as applicable. COUNTY members' Rights Advocates will be given access to members, member records, and facility personnel to monitor the CONTRACTOR's compliance with said statutes and regulations.

XXXVII. WAIVER OF PERFORMANCE

No waiver by COUNTY at any time of any of the provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or any other provisions contained herein or of the strict and timely performance of such provisions.

XXXVIII. FEDERAL AND STATE STATUTES

A. CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230(c)(2) including the terms of the 1915(b) Waiver and any Special Terms and Conditions.

B. CONTRACTOR shall adhere to the requirements of 42 C.F.R. Section 438, et seq., Title XXII of the Social Security Act and comply with all other applicable Federal and State statutes and regulations, including but not limited to laws and regulations listed in Exhibit B. Additionally, CONTRACTOR shall be required to establish, written policies and procedures consistent with the following requirements; (i) monitor for compliance with the written procedures; and (ii) be held accountable for audit exceptions taken by DHCS or COUNTY for any failure to comply with these requirements:
   1. Division 10 of the Health and Safety Code, commencing with Section 11760;
   2. Title 9 C.C.R. Division 4, commencing with Section 9000;
   3. Government Code Section 16367.8;
   4. Title 5, Division 2, Part 1, Chapter 1, Article 7 of the California Government Code regarding Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies;

5. Title 42 U.S.C. Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
6. The Single Audit Act Amendments of 1996 (Title 31, U.S.C. Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.
7. Title 45 C.F.R. Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
8. Title 42, C.F.R. Sections 8.1 through 8.6;
9. Title 21, C.F.R. Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances;
10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures), Title 42 C.F.R. Part 438.
11. Title 22 C.C.R. 51000 et seq.; and
12. Exhibit A, Attachment 1, Article III.PP – Requirements for Services (DHCS-COUNTY Agreement).

XXXIX. DRUG-FREE WORKPLACE ACT OF 1988

A. The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. The following guidelines have been adopted:
   1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
   2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
   3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
   4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.
   5. Contractors of federal agencies are required to certify that they will provide drug- free workplaces for their employees.

B. If State funds are utilized to fund this Agreement as specified in Schedule K, the following Drug-Free Workplace requirements shall apply. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the California Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free workplace doing all of the following:
   1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
   2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a) to inform employees about all of the following:
      a. The dangers of substance use in the workplace;
      b. CONTRACTOR's policy of maintaining a drug-free workplace;
      c. Any available counseling, rehabilitation, and employee assistance programs; and
      d. Penalties that may be imposed upon employees for substance use violations.

3. Provide as required by Government Code Section 8355(a) that every employee who works on this Agreement:
   a. Will receive a copy of the CONTRACTOR'S drug-free policy statement, and
   b. Will agree to abide by the terms of the CONTRACTOR'S statement as a condition of employment on the Agreement.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the CONTRACTOR may be ineligible for award of future State contracts if the COUNTY determines that any of the following has occurred:
   a. CONTRACTOR has made a false certification or,
   b. Violates the certification by failing to carry out the requirements as noted above.

XL. USE OF FUNDS

CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Use of Funds stipulations indicated herein (XL, Subsections A–E). CONTRACTOR shall furnish copies of Use of Funds policies and procedures at the request of the COUNTY.

A. Outreach Activities
Any program receiving Federal funds must agree to do outreach activities for the purpose of encouraging individuals in need of treatment for alcohol and substance abuse to undergo such treatment.

B. No Unlawful Use or Unlawful Use Message Regarding Drugs
By signing this Agreement, CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

C. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 U.S.C. Section 812).

D. Restriction on Distribution of Sterile Needles
No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

E. Limitation on Use of Funds for Religious Activity
No State or Federal funds shall be used by CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No State or Federal funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

F. Marijuana Restriction
Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

XLI. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 U.S.C. Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. CONTRACTOR shall implement and maintain policies or procedures designed to show compliance with the Hatch Act. CONTRACTOR shall furnish copies of Hatch Act policies and procedures at the request of the COUNTY.

XLII. TERMINATION PROVISIONS

A. Either party may terminate this Agreement without cause, upon thirty (30) days written notice served upon the other party.

B. Termination does not release CONTRACTOR from the responsibility of securing Protected Health Information (PHI) data.

C. The COUNTY may terminate this Agreement upon thirty (30) days written notice served upon the CONTRACTOR if sufficient funds are not available for continuation of services.

D. The COUNTY reserves the right to terminate the Agreement without warning at the discretion of the DIRECTOR or designee, when CONTRACTOR has been accused and/or found to be in violation of any County, State, or Federal laws and regulations.

E. The COUNTY may terminate this Agreement immediately due to a change in status, delegation, assignment or alteration of the Agreement not consented to by COUNTY.

F. The COUNTY may terminate this Agreement immediately if, in the opinion of the DIRECTOR or the Department of Health Care Services CONTRACTOR has not performed satisfactorily or fails to provide for the health and safety of members served under this Agreement (42 C.F.R. § 438.230(c)(1)(iii). In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to the COUNTY.

G. If CONTRACTOR fails to comply with the conditions of this Agreement, COUNTY may take one or more of the following actions as appropriate:
   1. Temporarily withhold payments pending correction of the deficiency;
   2. Disallow (that is deny funds) for all or part of the cost or activity not in compliance; or,
   3. Wholly or partially suspend or terminate the Agreement, and if necessary, request repayment to COUNTY if any disallowance is rendered after audit findings.

H. After receipt of the Notice of Termination, pursuant to Paragraphs 1 – 7 above, or the CONTRACTOR is notified that the Agreement will not be extended beyond the termination date as specified in Section II, PERIOD OF PERFORMANCE, CONTRACTOR shall:
   1. Stop all services under this Agreement on the date, and to the extent specified, in the Notice of Termination;
   2. Continue to provide the same level of care as previously required under the terms of this Agreement until the date of termination;
   3. If members are to be transferred to another facility for services, furnish to COUNTY, upon request, all member information and documents deemed necessary by COUNTY to affect an orderly transfer;
   4. If appropriate, assist COUNTY in effecting the transfer of member in a manner consistent with the best interest of the member's welfare;
   5. Cancel outstanding commitments covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation of outstanding commitments required by this Agreement, which relate to personal services. With respect to these canceled commitments, the CONTRACTOR agrees to provide a written plan to DIRECTOR or designee within thirty (30) days for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval or ratification of the COUNTY, which approval or ratification shall be final for all purposes of this clause;
   6. Transfer to COUNTY and deliver in the manner, at the times, and to the extent, if any, as directed by COUNTY, any equipment which, if the Agreement had been completed, would have been required to be furnished to COUNTY;
   7. Take such action as may be necessary, or as COUNTY may direct, for the protection and preservation of the equipment related to this Agreement which is in the possession of CONTRACTOR and in which COUNTY has or may acquire an interest; and,
   8. COUNTY shall continue to pay CONTRACTOR at the same rate as previously allowed until the date of termination, as determined by the Notice of Termination.

I. The CONTRACTOR shall submit a termination claim to COUNTY promptly after receipt of a Notice of Termination, or on expiration of this Agreement as specified in Section II, PERIOD OF PERFORMANCE, but in no event, later than thirty-two (32) days from the effective date thereof, unless an extension, in writing, is granted by the COUNTY.

J. In instances where the CONTRACTOR'S Agreement is terminated and/or allowed to expire by the COUNTY and not renewed for a subsequent fiscal year, COUNTY reserves the right to enter into settlement talks with the CONTRACTOR in order to resolve any remaining and/or outstanding contractual issues, including but not limited to, financials, services, billing, cost report, etc. In such instances of settlement and/or litigation, CONTRACTOR will be solely responsible for associated costs for their organizations' legal process pertaining to these matters including, but not limited to, legal fees, documentation copies, and legal representatives. CONTRACTOR further understands that if settlement agreements are entered into in association with this Agreement, the COUNTY reserves the right to collect interest on any outstanding amount that is owed by the CONTRACTOR back to the COUNTY at a rate of no less than 5% of the balance.

K. CONTRACTOR shall deliver or make available to RUHS-BH all financial records that may have been accumulated by CONTRACTOR or subcontractor under this Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

L. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

XLIII. DISPUTE

In the event of a dispute between COUNTY and CONTRACTOR over the execution of the terms of this Agreement, the quality of member services being rendered, and/or the withholding of CONTRACTOR'S payments due to instances such as material non-compliance or audit disallowances or both, the CONTRACTOR may file a written protest with the appropriate Program/Regional Administrator of the COUNTY. CONTRACTOR shall continue with the responsibilities under this Agreement during any dispute. The Program/Regional Administrator shall respond to the CONTRACTOR in writing within ten (10) working days. If the CONTRACTOR is dissatisfied with the Program/Regional Administrator's response, the CONTRACTOR may file successive written protests up through the RUHS-BH's administrative levels of Assistant Director, and (finally), DIRECTOR. Each administrative level shall have twenty (20) working days to respond in writing to the CONTRACTOR.

Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

XLIV. SEVERABILITY

If any provision of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or is in contravention of any Federal, State, or County statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect, and to that extent the provisions of this Agreement are declared severable.

XLV. VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other COUNTY.

XLVI. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

CONTRACTOR:

MFI RECOVERY CENTER
5870 ARLINGTON AVE, #103
RIVERSIDE, CA 92504

COUNTY:

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH
ATTN: CONTRACTS ADMINISTRATION
P.O. BOX 7549
RIVERSIDE, CA 92513-7549

XLVII. MEETINGS

As a condition of this Agreement, CONTRACTOR, if and where applicable, shall agree to attend the mandatory all-provider meetings scheduled quarterly by the Behavioral Health Program Administrator or its designee. Decision making and/or an equivalent and appropriate level of CONTRACTOR'S personnel must attend these meetings. Decision making and/or equivalent and appropriate level personnel are defined by the COUNTY as Program Director level or above. Critical information and data is disseminated at these meetings and will not be provided at any other time. CONTRACTOR failure to attend the mandatory meetings may influence future Agreement renewal.

XLVIII. DISASTER PREPAREDNESS

CONTRACTOR shall develop and update contingency plans to continue the delivery of services in the event of a man-made, natural, or biological disaster. RUHS-BH expects CONTRACTOR to have a disaster plan in place and RUHS-BH would expect CONTRACTOR to have it available for review upon request and/or during contract monitoring visits.

XLIX. SWEATFREE CODE OF CONDUCT

CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

A. CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements.

EXHIBIT A

SCOPE OF WORK

CONTRACTOR NAME:	MFI RECOVERY CENTER
PROGRAM NAME:	THE PATH PERMANENT SUPPORTIVE HOUSING
DEPARTMENT ID:	4100217398.74750.530280

CONTRACTOR shall provide to COUNTY a permanent support housing program including peer-to-peer engagement and support program for chronically homeless persons whose ability to maintain housing is severely impaired or influenced by a serious behavioral health disorder, including co-occurring substance abuse disorders. Services will be provided to Transitional Age Youth (TAY) (aged 18-25), Adults (aged 18-58) and Mature Adults (ages 59 and above) in the Desert region who are considered to be "hard-to-reach" homeless persons with severe mental illness, who primarily reside in a public or private place, not designed for, or ordinarily used as a regular sleeping accommodation for human beings, and have been unable or unwilling to participate in supportive services.

A. SERVICES:

CONTRACTOR shall:

1. Provide Permanent Supportive Housing program services at 19531 McLane Street, Palm Springs, CA 92262.
2. Follow the "Housing First" model, to provide highly supportive environment with no mandated disability related services required as a condition to receive housing; residents are required to participate in a minimum of one (1) time per month housing case management service to be provided by CONTRACTOR.
3. Operate a drop-in center twenty-four (24) hours a day, seven (7) days a week, 365 days a year, for eligible persons, and provide access to on-site semi-private permanent housing options and linkage to intensive integrated behavioral health full-service programs.
4. Structure the permanent residential component of the program to consist of:
    a. 24-hour residence for an unspecified duration (no limit on length of stay);
    b. Semi-private sleeping accommodations;
    c. Common use of kitchen facilities, dining rooms, and bathrooms;
    d. Social services and referrals within a non-intrusive, low demand environment; and
    e. Overnight occupancy limited to twenty-five (25) persons.
5. Services to non-residents consisting of:
    a. 24-hour drop-in center where food, clothing, bathroom, and laundry facilities will be provided only to the intended service population on a drop-in basis;
    b. Social services, referrals and case management, and
    c. Assessment of service needs with follow up linkage using a non-intrusive, low demand approach.
6. Monitor gender-separated semi-private sleeping accommodations and gender-separated bathrooms, common laundry area, kitchen facility, dining room, and

recreational area for television, movies, games, and other recreational activities, front desk/monitoring, and staff offices dispersed throughout the building.

7. Provide welcoming and culturally competent outreach, engagement, and support services to program guests and residents.
    a. The ability to serve monolingual Spanish speaking consumers is required.
    b. CONTRACTOR shall have a plan to provide interpretation services to guests/residents who are monolingual in other languages.
8. Provide wellness and Recovery based activities that build a sense of community and support that empower guests and residents to believe in, and work toward self-sufficiency in a low demand setting.
9. Provide janitorial maintenance of the facility, incorporating housekeeping life skills instruction and participation for guests and residents.
10. Provide meal planning and preparation that involve guests and residents and assists them in developing independent life skills.
11. Coordination, training, and supervision of the use of the laundry and shower facilities.
12. Routine linkages to all other publicly available beneficial services (e.g., MediCal, CalFresh, General Relief, etc.).
13. Daily collaboration and service planning in coordination with RUHS-BH staff for residents.
14. Office space with phones for COUNTY staff to meet privately with program guests and residents as needed.
15. Transportation to local resources (medical, psychiatric, shopping, community agencies and etc.) as needed in coordination with COUNTY staff. Transportation shall be provided in a manner that meets the consumer's needs and must be appropriate to their level of functioning.
16. Include peer counselors in the on-site workforce.
17. Ongoing training to staff to improve their skills and their ability to achieve the goals of the program.
    a. Training will include emergency response, first aid, disaster planning, crisis intervention skills, safety, motivational interviewing, non-violent crisis intervention (or equivalent), Housing First, harm reduction, mental health and substance use general education (or equivalent), Fair Housing and other topics as defined by COUNTY.
    b. COUNTY will work with the CONTRACTOR to identify training topics and make training opportunities available to CONTRACTOR staff through COUNTY.
    c. CONTRACTOR may request reimbursement for up to sixteen (16) hours of paid time for off-site training, per year, for each FTE program employee.
18. CONTRACTOR will be expected to work cooperatively with COUNTY, regional community outpatient programs, crisis/inpatient programs, COUNTY Housing program, related drug and alcohol treatment programs, homeless service agencies and programs, regional law enforcement agencies, and other community agencies in order to form an integrated network of care.

19. Maintain an Emergency Disaster Plan that ensures resident safety during emergencies and disasters (e.g., safety training, emergency drills, emergency supply plan, coordination with COUNTY, etc.).

B. STAFFING REQUIREMENTS:

1. CONTRACTOR shall maintain staffing patterns that ensure that adequate staff is available for safe and effective program operations. Staff titles and job descriptions need to be within the grant approved guidelines. Two (2) staff shall be required to remain awake through the night.
2. CONTRACTOR is only allowed to bill the COUNTY for staffing that can be reimbursed back to the COUNTY by Housing, Homelessness Prevention, and Workforce Solutions (HHPWS).
3. Examples of staffing allowed are as follows:
   Operations:
   a. Program Director
   b. Operations Manager
   c. Peer Support Specialist
   d. Peer Counselors/Community Healthcare Workers
4. CONTRACTOR staffing billed to the COUNTY that is determined by the COUNTY to be non-reimbursable will be disallowed and subsequently be charged back to the CONTRACTOR either during the fiscal year or at year end settlement.
5. CONTRACTOR must adhere to and be knowledgeable of Fair Housing regulations and provide proof of training attendance.
   a. Current administration must provide certificate of training within sixty (60) days of contract renewal.
   b. New administration must provide certificate of training within sixty (60) days of hire.

C. SUBCONTRACTING:

CONTRACTOR shall not enter into any subcontract with any subcontractor who:

1. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
2. Has within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
4. Has within a three (3) year period preceding this Agreement had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

a. CONTRACTOR shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts of omissions of persons directly employed by the CONTRACTOR.
b. CONTRACTOR shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
c. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

D. DOCUMENTATION OF SERVICES:

1. CONTRACTOR shall maintain appropriate records documenting all of the services provided to clients as outlined by COUNTY, which will include a monthly report on the number of clients served, total hours of service provided, and other demographics as requested by COUNTY. Additionally, CONTRACTOR may be asked to record services into the web-based Homeless Management Information System (HMIS) as required by COUNTY.
2. CONTRACTOR and COUNTY's Contract Monitor shall meet at least quarterly to review and discuss the performance and obligations under this Agreement of each party thereto.
3. CONTRACTOR shall work collaboratively with COUNTY to determine if and/or when eviction notice should be given to comply with Fair Housing regulations.
4. CONTRACTOR will notify COUNTY and supply a written report of any adverse incident within twenty-four (24) hours of occurrence.
5. CONTRACTOR shall advise COUNTY immediately of any eviction notices, three (3) day or thirty (30) day in compliance with Fair Housing.
6. CONTRACTOR will supply COUNTY with a copy of the eviction notice, three (3) day notice or thirty (30) day notice, within one (1) business day.
7. CONTRACTOR will supply COUNTY's Homeless Housing, Opportunities, Partnerships, and Education (HHOPE) Administration written notification of resident(s) movement within twenty-four (24) hours.
8. CONTRACTOR will notify COUNTY's HHOPE Administration immediately of any participant that has moved out or is missing for a twenty-four (24) hour period.
9. An Emergency Disaster Plan must be submitted to COUNTY for approval within sixty (60) days of contract renewal date:
    a. Emergency Disaster Plan must be readily available to all employees and must be maintained on premises.
    b. Documentation of training and drills must be maintained.
    c. A report of who is residing at the location must be maintained weekly and readily available.

10. CONTRACTOR must maintain all appropriate records and reports on site and readily available.

E. FURNISHINGS AND EQUIPMENT:

1. CONTRACTOR shall maintain or ensure that subcontractor, if any, maintains the residential facility and furnishings as required by COUNTY. CONTRACTOR shall follow all applicable provisions outlined in Exhibit C, O. Furnishings and Equipment in addition to the provisions listed below:
   a. APPROVAL FOR PURCHASE: CONTRACTOR must receive written approval from COUNTY Contract Monitor prior to purchasing any equipment or furnishings. Any equipment or furnishings not approved by COUNTY prior to purchase may not be reimbursed to the CONTRACTOR by COUNTY.
   b. OWNERSHIP: Equipment and supplies purchased with COUNTY funds for individual clients will become the property of the client.
   c. INVENTORY
      i. A report of damaged, broken or lost items shall be provided to COUNTY on a monthly basis. This report shall include property description, number of identical items, responsible party who damaged or broke items and date of incident.
      ii. CONTRACTOR is responsible for the replacement of any damaged or lost equipment or supplies when it is determined that the damage/loss was due to CONTRACTOR employee negligence.
      iii. Any equipment valued more that $100 that becomes damaged needs to be reported immediately to COUNTY.
      iv. CONTRACTOR shall maintain Vehicle Logs for transportation, repairs and routine maintenance.
      v. CONTRACTOR shall provide COUNTY with a monthly report detailing any and all items that have been disposed of during the prior month. Report shall include, description of item, reason for disposal, the date request to dispose of item was submitted to COUNTY, and the date that written approval to dispose of the item, and indicate if CONTRACTOR is requesting COUNTY to replace the item.

EXHIBIT B
SUBSTANCE USE
LAWS, REGULATIONS AND POLICIES

In addition to the statues and regulations previously referenced in this AGREEMENT, services shall be provided in accordance with policies and procedures as developed by COUNTY as well as those Federal and State laws, regulations and policies applicable to the terms of this AGREEMENT, which may include, but may not be limited to the following specific statues or relevant sections therein:

Federal

- 42 C.F.R. Part 438
- Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Rehabilitation Act of 1973, as amended (29 USC § 794), prohibiting discrimination on the basis of individuals with disabilities.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- 21 U.S.C., Section 812 - Controlled Substances Act
- The Single Audit Act of 1984, and Amendments (31 USC § 7501 et seq.)
- National Voter Registration Act of 1993

State

- Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, § 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with § 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with § 10800.
- California Code of Regulations, Title 9, § 9424-9444 (Reimbursable Expenditures/Accounting Records)
- California Code of Regulations, Title 9, § 9530(k) (Allowable Costs)
- California Health & Safety Code § 11760 - 11841.
- California Health & Safety Code, § 11811.7, 11812 and 11813
- California Health and Safety Code, Chapter 7, § 11830 - 11834.
- California Health and Safety Code § 11860 – 11876 (Long Range Master Plans)
- California Health and Safety Code, Division 10.5, Part 2, Chapters 7 and 7.5
- California Code of Regulations, Title 9, § 9545
- California Penal Code Sections 11164 – 11174.4 et seq.
- California Senate Bill 35 (SB35), Chapter 505, Statutes of 2012
- California Welfare & Institutions Code § 5328
- California Welfare & Institutions Code § 5330 (Monetary Penalties)
- California Welfare & Institutions Code § 15600 et. seq. (Elder and Dependent Adult Abuse)
- California Welfare & Institutions Code § 5670 et seq.

- California Welfare & Institutions Code § 5751.7
- California Civil Code § 1798.82
- California Alcohol and Drug Program (ADP) Letters 98-18, 98-30, 98-42, 98-49, 98-50
- 98-58, 99-17, 99-27
- ADP Bulletin 00-10
- Cash pay clients ADP Bulletin 08-08 (Collection of Admission and Discharge Data)
- ADP Bulletin 11-16 Updated medical forms for clients and facility personnel.
- California ADP memorandum February 14, 2012
- All applicable policies and regulations issued by California Dept. of Health Care Services.
- (www.dhcs.ca.gov) and RUHS-BH at http://www.rcdmh.org/
- All applicable Department of Health Care Services Letters and Bulletins
- DMH Information Notice 91-09, 99-02
- Drug Medi-Cal Application Information at: https://www.dhcs.ca.gov/provgovpart/Pages/DMCApplicationInformation.aspx
- Proposition 36 Treatment Provider Manual (if applicable)
- DMH Letter 98-13 (Uniform Method of Determining Ability to Pay)
- Perinatal Practice Guidelines at: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf
- Title 22 Section 551341.1
  Adolescent Substance Use Disorder Best Practices Guide at https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

County

- RUHS-BH SAPT Practices Guidelines & Procedure Manual – Contracted Providers at: http://www.rcdmh.org/Portals/0/PDF/Substance%20Use/Practices%20and%20Proc%20Manual%20Combined%20V2.pdf?ver=2017-12-05-083302-363
- Code of Ethics – Policy 108
- Cultural Competence – Policy 162
- Confidentiality Guidelines for Family / Social support Network – Policy 206
- Confidentiality / Privacy Disclosure of Individually Identifiable Information – Policy 239
- Ordering, Receiving, and Paying for Medications – Policy 547
- Psychotropic Medication Prescribing and Monitoring – Policy 548
- Psychotropic Medication – Informed Consent for Psychotropic Medication – Policy 549
- Health Privacy & Security – Board of Supervisors Policy B-23
- Alcohol and Drug Abuse Policy – Board of Supervisors Policy C-10
- Harassment in the Workplace – Board of Supervisors Policy C-25
- Workplace Violence, Threats, and Security – Board of Supervisors Policy C-27
- Riverside County Mental Health Plan
- Riverside University Health System – Behavioral Health – Outpatient Provider Manual
- Riverside University Health System – Behavioral Health – Inpatient Provider Manual
- Riverside University Health System – Behavioral Health – Medications Guidelines
- County and Departmental policies, as applicable to this Agreement
- All RUHS-BH Letters and Bulletins as applicable to this Agreement

EXHIBIT C
REIMBURSEMENT & PAYMENT

CONTRACTOR NAME: **MFI Recovery Center**
PROGRAM NAME: **Housing – The Path Permanent Supportive Housing (Desert)**
DEPARTMENT ID: **4100217398-74750-530280**

A. MAXIMUM OBLIGATION:

COUNTY'S maximum obligation for FY 2025/2026 shall be $1,056,800 subject to availability of applicable Federal, State, local and/or COUNTY funds.

B. SCHEDULES

Schedules present (for planning purposes only) budgetary and rate details pursuant to this Agreement. Schedule I contains department identification number (Dept. ID), Program Code, billable and non-billable mode(s) and service function(s), units, expected revenues, and maximum obligation. Schedule K contains line-item budget by expenditure category. Schedule P contains rates by practitioner type. Pursuant to this Agreement, the following is incorporated, as indicated by an "X" below:

☐ Schedule I
☒ Schedule K
☐ Schedule P

C. REIMBURSEMENT:

In consideration of services provided by CONTRACTOR pursuant to this Agreement, CONTRACTOR shall receive monthly reimbursement based upon the reimbursement type as indicated by an "X" below, and not to exceed the maximum obligation of the COUNTY for the fiscal year as specified herein:

☐ The Negotiated Rate, as approved by the COUNTY, per unit as specified in the Schedule I or P, multiplied by the actual number of units of service provided, less revenue collected.
☐ One-twelfth ($1/12^{th}$), on a monthly basis of the overall maximum obligation of the COUNTY as specified herein.
☒ Actual Cost, as invoiced by expenditure category specified in Schedule K.

D. LOCAL MATCH REQUIREMENTS:

☐ If box is checked, CONTRACTOR is required to make quarterly estimated EPSDT local match payments to COUNTY based on 5% of the amount invoiced. Local match requirement is subject to annual settlement.

E. RECONCILATION:

The final year-end reconciliation shall be based upon the final year-end reconciliation type or types as indicated by an "X" below. Allowable costs for this Agreement include administrative costs, indirect and operating income as specified in the original Agreement proposal or subsequent negotiations received, made, and/or approved by the COUNTY, and not to exceed 15%. The combined final year-end reconciliation for all services shall

not exceed the maximum obligation of the COUNTY as specified herein, and the applicable maximum reimbursement rates promulgated each year by the COUNTY. Refer to Section J. MUTUAL COST RECONCILATION, for year-end cost reconciliation options.

☐ The final year-end reconciliation for services shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of approved units of service provided, less revenue collected for the provision of services.

☐ The final year-end reconciliation for Medi-Cal services (only) shall be based upon the Negotiated Rate, as approved by the COUNTY, multiplied by the actual number of Medi-Cal units of service provided and approved by the State, less revenue collected for the provision of services. Refer to Section K. PAYMENT RECONCILIATION, for payment reconciliation requirements.

☒ The final year-end reconciliation for ancillary, start-up, expenditure and or flexible spending categories shall be based on actual allowable cost, less revenue collected, as specified in the Schedule I and/or Schedule K. Refer to Section K. PAYMENT RECONCILIATION, for payment reconciliation requirements.

☐ The final year-end and local match reconciliation for EPSDT Local Match contract(s) shall be based on the COUNTY final State EPSDT settlement.

F. REVENUES:

As applicable:

1. Pursuant to the provisions of Sections 4025, 5717 and 14705 of the Welfare & Institutions Code, and as further contained in the State Department of Health Care Services (DHCS) Revenue Manual, Section 1, CONTRACTOR shall collect revenues for the provision of the services described pursuant to Exhibit A. Such revenues may include but are not limited to fees for services, private contributions, grants or other funds. All revenues received by CONTRACTOR shall be reported in their annual cost reconciliation and shall be used to offset gross cost.

2. CONTRACTOR shall be responsible for checking and confirming Medi-Cal eligibility for its patient(s)/client(s) prior to providing and billing for services in order to ensure proper billing of Medi-Cal. Patient/client eligibility for reimbursement from Medi-Cal, Private Insurance, Medicare, or other third party benefits shall be determined by the CONTRACTOR at all times for billing or service purposes. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort.

3. CONTRACTOR shall notify COUNTY of patient/client private insurance, Medicare, or other third-party benefits.

4. CONTRACTOR is to attempt to collect first from Medicare (if site is Medicare certified and if CONTRACTOR staff is enrolled in Medicare program), then insurance and then first party. In addition, CONTRACTOR is responsible for adhering to and complying with all applicable Federal, State and local Medi-Cal

and Medicare laws and regulations as it relates to providing services to Medi-Cal and Medicare beneficiaries.

5. If a client has both Medicare or Insurance and Medi-Cal coverage, a copy of the Medicare or Insurance Explanation of Benefits (EOB) must be provided to the COUNTY within thirty (30) days of receipt of the EOB date.

6. CONTRACTOR is obligated to collect from the client any Medicare co-insurance and/or deductible if the site is Medicare certified or if provider site is in the process of becoming Medicare certified or if the provider is enrolled in Medicare. CONTRACTOR is required to clear any Medi-Cal Share of Cost amount(s) with the State. CONTRACTOR is obligated to attempt to collect the cleared Share of Cost amount(s) from the client. CONTRACTOR must notify the COUNTY in writing of cleared Medi-Cal Share of Cost(s) within seventy-two (72) hours (excluding holidays) of the CONTRACTOR'S received notification from the State. CONTRACTOR shall be responsible for faxing the cleared Medi-Cal Share of Cost documentation to fax number (951) 955-7361 **OR** to your organization's appropriate COUNTY Region or Program contact. Patients/clients with share of cost Medi-Cal shall be charged their monthly Medi-Cal share of cost in lieu of their annual liability. Medicare clients will be responsible for any co-insurance and/or deductible for services rendered at Medicare certified sites.

7. All other clients will be subject to an annual sliding fee schedule by CONTRACTOR for services rendered, based on the patient's/client's ability to pay, not to exceed the CONTRACTOR'S actual charges for the services provided. In accordance with the State Department of Health Care Services Revenue Manual, CONTRACTOR shall not be penalized for non-collection of revenues provided that reasonable and diligent attempts are made by the CONTRACTOR to collect these revenues. Past due patient/client accounts may not be referred to private collection agencies. No patient/client shall be denied services due to inability to pay.

8. If and where applicable, CONTRACTOR shall submit to COUNTY, with signed Agreement, a copy of CONTRACTOR'S customary charges (published rates).

9. If CONTRACTOR charges the client any additional fees (i.e. Co-Pays) above and beyond the contracted Schedule I rate, the CONTRACTOR must notify the COUNTY within each fiscal year Agreement period of performance.

10. CONTRACTOR must notify the COUNTY if CONTRACTOR raises client fees. Notification must be made within ten (10) days following any fee increase.

G. REALLOCATION OF FUNDS:

1. No funds allocated for any mode and service function as designated in Schedule I may be reallocated to another mode and service function unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

2. In addition, CONTRACTOR may not, under any circumstances and without prior

written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor, reallocate funds between mode and service functions as designated in the Schedule I that are defined as non-billable by the COUNTY, State or Federal governments from or to mode and service functions that are defined as billable by the COUNTY, State or Federal governments.

3. If this Agreement includes more than one Exhibit C and/or more than one Schedule I, shifting of funds between Exhibits/Schedules is prohibited without prior written consent and approval being received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to the end of either the Agreement Period of Performance or fiscal year.

4. No funds allocated for any expenditure category as designated in Schedule K may be reallocated to another expenditure category unless prior written consent and approval is received from COUNTY Program Administrator/Manager and confirmed by the Fiscal Supervisor prior to either the end of the Agreement Period of Performance or the end of the fiscal year (June 30th). Approval shall not exceed the maximum obligation.

H. RECOGNITION OF FINANCIAL SUPPORT:

If, when and/or where applicable, CONTRACTOR'S stationery/letterhead shall indicate that funding for the program is provided in whole or in part by Riverside University Health System – Behavioral Health.

I. PAYMENT:

1. Monthly reimbursements may be withheld and recouped at the discretion of the DIRECTOR or its designee due to material Agreement non-compliance, including overpayments as well as adjustments or disallowances resulting from the COUNTY Contract Monitoring Team Review (CMT), COUNTY Program Monitoring, Federal or State Audit, and/or the cost reconciliation process.

2. In addition, if the COUNTY determines that there is any portion (or all) of the CONTRACTOR invoice(s) that cannot be substantiated, verified or proven to be valid in any way for any fiscal year, then the COUNTY reserves the right to disallow payments to CONTRACTOR until proof of any items billed for is received, verified and approved by the COUNTY.

3. In addition to the annual CMT, Program Monitoring, and cost reconciliation processes, the COUNTY reserves the right to perform impromptu CMTs without prior notice throughout the fiscal year in order to minimize and prevent COUNTY and CONTRACTOR loss and inaccurate billing/reports. The COUNTY, at its discretion, may withhold and/or offset invoices and/or monthly reimbursements to CONTRACTOR, at any time without prior notification to CONTRACTOR, for service deletes and denials that may occur in association with this Agreement. COUNTY shall notify CONTRACTOR of any such instances of services deletes and denials and subsequent withholds and/or reductions to CONTRACTOR invoices or monthly reimbursements.

4. In addition, CONTRACTOR'S failure to comply with Network Adequacy reporting

requirements, as outlined in Section XXVI. PROVIDER ADEQUACY of the Agreement may result in payment hold.

5. Notwithstanding the provisions stated above, CONTRACTOR shall be paid in arrears based upon either the actual units of service provided and entered into the COUNTY'S specified Electronic Management Information System (MIS), or on a one-twelfth ($1/12^{th}$) monthly basis, or based upon the actual cost invoice by expenditure category.

   a. CONTRACTOR will be responsible for entering all service-related data into the COUNTY's MIS (i.e. ELMR, CalOMS) on a monthly basis and approving their services in the MIS for electronic batching (invoicing) and subsequent payment.
   b. CONTRACTOR is required to enter all units of service into COUNTY's MIS no later than 5:00 p.m. on the fifth (5th) calendar day following the date of service. Late entry of services into COUNTY'S MIS may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
   c. CONTRACTOR must also submit to the COUNTY a signed Program Integrity Form (PIF) **(attached as Exhibit C, Attachment A)** signed by the Director or authorized designee of the CONTRACTOR organization. This form must be faxed and/or emailed (PDF format only) to the COUNTY at (951)358-6868, and/or emailed to **ELMR_PIF@ruhealth.org**. CONTRACTOR PIF form and invoice must be received by the COUNTY via fax and/or email for the prior month no later than 5:00 p.m. on the fifth (5th) calendar day of the current month.
   d. Services entered into the MIS more than 60 calendar days after the date of service without prior approval by the COUNTY may result in financial and/or service denials and/or disallowances to the CONTRACTOR.
   e. In addition to entering all service-related data into the COUNTY'S MIS submission and the submission of a signed PIF and invoice, contracts reimbursed based on a Schedule K are required to submit a monthly invoice for the actual cost of services provided, per expenditure category, as identified on Schedule K.
   f. Failure to enter and approve all applicable services into the MIS, for the applicable month, faxing and/or e-mailing the signed PIF and invoice, and when applicable, faxing and/or e-mailing the actual cost invoice, will delay payment to the CONTRACTOR until the required documents as outlined herein are provided.

6. CONTRACTOR shall generate a monthly invoice for payment through the MIS batching process.

7. CONTRACTOR shall provide COUNTY with all information necessary for preparation and submittal to the State, if applicable, for all billings, and audit of all billings.

8. To ensure CONTRACTOR will receive reimbursement for services rendered under this Agreement, CONTRACTOR shall be responsible for notifying Medi-Cal if at any time CONTRACTOR discovers or is made aware that client Medicare and/or insurance coverage has been terminated or otherwise not in effect.

CONTRACTOR shall provide COUNTY with a print screen from the Medi-Cal eligibility website indicating Medicare and/or insurance coverage has been removed within ten (10) days of termination request. CONTRACTOR shall include their name and comment "Medicare/OHC Termed" on documentation provided to the COUNTY.

9. Unless otherwise notified by the COUNTY, CONTRACTOR invoicing will be paid by the COUNTY thirty (30) calendar days after the date a correct PIF and invoice is received by the COUNTY.

10. Pursuant to Section III. REIMBURSEMENT AND USE OF FUNDS and Section XXV. PROHIBITED AFFILIATIONS of the Agreement, CONTRACTOR acknowledges any payment received for an excluded person may be subject to recovery and/or considered an overpayment by COUNTY and DHCS and/or be the basis for other sanctions by DHCS.

J. MUTUAL COST RECONCILATION:

DHCS Behavioral Health Information Notice (BH-IN) 23-023, dated June 1, 2023, outlines expectations for counties to develop and implement local policies and procedures that reduce administrative burden, reduce complexity, and increase flexibility for their network providers, consistent with the CalAIM goals. As such, the State no longer requires a cost report to be completed. However, if the financial arrangement advances the goals of CalAIM, MHPs and DMC/DMC-ODS counties may reconcile payments to a CONTRACTOR with actual costs, and/or collect cost information from a CONTRACTOR for services rendered after Behavioral Health Payment Reform is implemented, if mutually agreed to by the County and the network provider.

1. CONTRACTOR and COUNTY may mutually agree to review cost information for the purpose of rate adjustment(s), notwithstanding the other requirements outlined herein. Rate adjustments are subject to COUNTY review and approval as well as COUNTY maximum rate limits and availability of funds.

    a. CONTRACTOR must notify the COUNTY in writing, no later than March 30th before the close of the fiscal year (June 30th). Formal notification should include written justification and detailed financial analysis. The request must be addressed to the RUHS-BH Director and sent to the Cost Report and Contracts Administration Unit email inboxes. (CostReport@ruhealth.org; BHContracts@ruhealth.org)

    b. Upon receipt of notification, COUNTY will have 45 days to review and notify CONTRACTOR if rate adjustment review request is approved or denied. If approved, CONTRACTOR shall complete the following steps.

        i. CONTRACTOR should provide all applicable supporting financial information, as determined appropriate by the COUNTY. Cost reconciliation documents shall detail the actual cost of services provided.

        ii. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.

        iii. If denied, CONTRACTOR may resubmit justification for further review.

K. PAYMENT RECONCILIATION:

If required per Section E., for each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall review COUNTY provided reconciliation documentation and provide any additional supporting documentation as appropriate to reconcile to payment within Forty-five (45) calendar days of receipt from COUNTY.

1. CONTRACTOR shall follow all applicable Federal, State and local regulations and guidelines to formulate proper cost reconciliation documents, including but not limited to OMB-circular A-122 and OMB-circular A-87.

2. All CONTRACTORS must send one representative to the COUNTY'S annual payment reconciliation training that covers the preparation of the year-end payment reconciliation documents. The COUNTY will notify CONTRACTOR of the date(s) and time(s) of the training. Annual attendance at the training is mandatory in order to ensure that payment reconciliation documents are completed appropriately. Failure to attend this training will result in delay of any reimbursements to the CONTRACTOR.

3. CONTRACTOR will be notified in writing by COUNTY if the payment reconciliation documents have not been received within the specified length of time. Future monthly reimbursements will be withheld if the cost reconciliation documents contain errors that are not corrected within ten (10) calendar days of written or verbal notification from the COUNTY. Failure to meet any pre-approved deadlines or extensions will immediately result in the withholding of future monthly reimbursements.

4. The payment reconciliation shall serve as the basis for year-end settlement to CONTRACTOR including a reconciliation and adjustment of all payments made to CONTRACTOR and all revenue received by CONTRACTOR. Any payments made in excess of the payment reconciliation shall be repaid upon demand or will be deducted from the next payment to CONTRACTOR.

5. All current and future payments to CONTRACTOR will be withheld by the COUNTY until all final, current and prior year payment reconciliation(s) have been reconciled, settled and signed by CONTRACTOR, and received and approved by the COUNTY.

6. CONTRACTOR shall report Actual Costs separately, if deemed applicable and as per CONTRACTOR'S Schedule I, to provide Agreement Client Ancillary Services, Prescriptions, Health Maintenance Costs, and Flexible funding costs under this Agreement on the annual cost reconciliation. Where deemed applicable, Actual Costs for Indirect Administrative Expenses shall not exceed the percentage of cost as submitted in the CONTRACT Request for Proposal or Cost Proposal(s).

L. BANKRUPTCY:

Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY'S Behavioral Health's Fiscal Services Unit, in writing by certified letter with a courtesy copy to the Behavioral Health's Program Support Unit. The CONTRACTOR shall submit properly prepared cost reconciliation documents in accordance with requirements and deadlines set forth herein before final payment is made.

M. AUDITS:

1. CONTRACTOR agrees that any duly authorized representative of the Federal Government, the State or COUNTY shall have the right to audit, inspect, excerpt, copy or transcribe any pertinent records and documentation relating to this Agreement or previous Agreements in previous years.

2. If this Agreement is terminated in accordance with Section XLII. TERMINATION PROVISIONS, the COUNTY, Federal and/or State governments may conduct a final audit of the CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled. Revenue collected by CONTRACTOR during this period for services provided under the terms of this Agreement will be regarded as revenue received and deducted as such from the final reimbursement claim.

3. Any audit exception resulting from an audit conducted by any duly authorized representative of the Federal Government, the State or COUNTY shall be the sole responsibility of the CONTRACTOR. Any audit disallowance adjustments shall be paid in full upon demand or withheld at the discretion of the Director of Behavioral Health against amounts due under this Agreement or Agreement(s) in subsequent years.

4. The COUNTY will conduct Program Monitoring Review and/or Contract Monitoring Team Review (CMT). Upon completion of monitoring, CONTRACTOR will be mailed a report summarizing the results of the site visit. If and when necessary, a corrective Action Plan will be submitted by CONTRACTOR within thirty (30) calendar days of receipt of the report. CONTRACTOR'S failure to respond within thirty (30) calendar days will result in withholding of all payment until the corrective plan of action is received. CONTRACTOR'S response shall identify time frames for implementing the corrective action. Failure to provide adequate response or documentation for this or subsequent year's Agreements may result in Agreement payment withholding and/or a disallowance to be paid in full upon demand.

N. TRAINING:

CONTRACTOR understands that as the COUNTY implements its current MIS to comply with Federal, State and/or local funding and service delivery requirements, CONTRACTOR will, therefore, be responsible for sending at least one representative to receive all applicable COUNTY training associated with, but not limited to, applicable service data entry, client registration, billing and invoicing (batching), and learning how to appropriately and successfully utilize and/or operate the current and/or upgraded MIS as specified for use by the COUNTY under this Agreement. The COUNTY will notify the CONTRACTOR when such training is required and available.

O. FURNISHINGS AND EQUIPMENT

1. OWNERSHIP:

   If equipment and furnishings were previously purchased through this Agreement, CONTRACTOR acknowledges that these items are the property of COUNTY. Procedures provided by COUNTY for the acquisition, inventory, control and disposition of the equipment and the acquisition and payment for maintenance services to such equipment (e.g. office machine repair) are to be followed.

2. INVENTORY:
CONTRACTOR shall maintain an internal inventory control system that will provide accountability for equipment and furnishings purchased through this Agreement, regardless of cost. The inventory control system shall record at a minimum the following information when property is acquired: date acquired; property description (to include model number); property identification number (serial number); cost or other basis of valuation; funding source; and rate of depreciation or depreciation schedule, if applicable. An updated inventory list shall be provided to COUNTY on a semi-annual basis and filed with the annual cost reconciliation. Once COUNTY is in receipt of this list, COUNTY inventory tags will be issued to CONTRACTOR, and are to be attached to the item as directed.

3. DISPOSAL:
Approval must be obtained from COUNTY prior to the disposal of any property purchased with funds from this Agreement, regardless of the acquisition value. Disposal (which includes sale, trade-in, discard, or transfer to another agency or program) shall not occur until approval is received in writing from COUNTY.

4. CAPITAL ASSETS:
   a. Capital assets are tangible or intangible assets exceeding $5,000 that benefit an agency more than a single fiscal year. For capital assets approved for purchase by COUNTY, allowable and non-allowable cost information and depreciation requirements can be found in the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It is CONTRACTOR'S responsibility to ensure compliance with these requirements.
   b. Any capital asset that was acquired or improved in whole or in part with funds disbursed under this Agreement, or under any previous Agreement between COUNTY and CONTRACTOR, shall either be, at the election of COUNTY as determined by the Director or designee: (1) transferred to COUNTY including all title and legal ownership rights; or (2) disposed of and proceeds paid to COUNTY in a manner that results in COUNTY being reimbursed in the amount of the current fair market value of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-county funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

SCHEDULE K BUDGET WORKSHEET
BEHAVIORAL HEALTH

CONTRACT PROVIDER NAME: MFI RECOVERY CENTER - THE PATH	FISCAL YEAR: 2025/2026
PROGRAM NAME: DESERT PERMANENT HOUSING	PERFORMANCE PERIOD: JULY 01, 2025 - JUNE 30, 2026
REGION/POPULATION: HOUSING DESERT REGION	MONTHLY REIMBURSEMENT: ACTUAL COST
CONTRACT MAXIMUM OBLIGATION: $1,056,800	YEAR END SETTLEMENT: ACTUAL COST

DESERT REGION - 33R1FH
DEPT ID# 4100217398.74750

THE PATH

TYPE OF MODALITY:	Mental Health Promotion/ Community Client Services	
MODE OF SERVICE:	45	
SERVICE FUNCTION:	10-19 & 30-59 (Mental Health Services)	
PROCEDURE CODES:	610-620	
1. Supportive Services	**TOTAL**	**TOTAL CONTRACT**
a. Salaries & Wages *(per staffing detail worksheet)*	$455,612	
b. Employee Benefits	$169,845	
c. Food	$35,000	
d. Household Supplies	$8,000	
e. Office Supplies	$1,500	
f. Telephone	$3,500	
g. Travel & Transportation (vehicle cost, maintenance & fuel)	$13,000	
Total Supportive Service Expenditures	$686,457	**$686,457**
2. Operating Expenditures		
a. Auto / Property Insurance	$20,000	
b. Equipment (copier lease)	$500	
c. Lease	$120,000	
d. Maintenance / Repairs	$60,000	
e. Utilities	$25,000	
f. Other Operating Expenses	$7,000	
Total Operating Expenditures	$232,500	**$232,500**
3. Indirect Administrative Expenses		
a. Administrative Cost (Reports & Claims/Fee)	$137,843	
Total Indirect Administrative Expenses	$137,843	**$137,843**
Total Program Budget	$1,056,800	**$1,056,800**
Total Indirect Administrative Expenses % (Shall Not Exceed 15%)	15.00%	15.00%

SOURCES OF FUNDING FOR MAXIMUM OBILGATION	
FEDERAL FUNDS:	$792,600
OTHER (MHSA FUNDS):	$264,200
MAXIMUM OBLIGATION:	$1,056,800

FY1819 Schedule K-1
Staffing Detail Worksheet

Staffing Detail Worksheet

2024/2025

Classification	Function	FTE	Salary, Wage & Overtime/FTE	Total Salaries, Wages & Overtime
Direct Care/Administrative	Program Director (RSA I)	0.50	60,165	30,083
Direct Care/Administrative	Program Director (RSA II)	0.04	93,065	3,723
Direct Care/Administrative	Operating Manager	1.00	47,638	47,638
Direct Care/Administrative	Peer Specialist	1.00	36,474	36,474
Direct Care/Administrative	Community Worker	1.00	36,642	36,642
Direct Care	Peer Counselor	8.00	33,111	264,885
Direct Care	Driver	0.80	31,347	25,078
Regional Allocation	Regional Director	0.10	110,890	11,089
	Total Program Positions	12.44	449,332	455,612
			Benefits:	169,845
			Total S&B:	625,457

Riverside University
HEALTH SYSTEM
Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider

Attachment A
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

MFI Recovery Center - The Path
Provider Name (Print)

Signature

Jossyc Cook, Acting CEO
Print Name/Title

7-29-25
Date

Riverside University HEALTH SYSTEM Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider

Attachment B
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: ___ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** ___ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** ___ a. initial filing b. material change **For Material Change Only:** Year ____ Quarter ____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number**, if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____Actual $ _____Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes____ (Number _____)	No ____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ **Page** ____ **of** ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT

Program/Clinic Name	RU #	Name of Reporting Staff
Client/Person (Last Name, First Name)	DOB	RUHS – BH Client ID

If the incident involved a person other than the client such as an employee or visitor, provide the person's name and contact number in Section D.

The above named client/person was involved in an act/action which ☐ meets ☐ may meet (check one) the requirements of the formation of the Adverse Incident Committee. The incident falls into the following reportable incident category(ies).

- ☐ All client deaths for any cause
- ☐ Incident involving significant dangerousness to self, including serious suicide attempts or self-injury
- ☐ Incident involving significant dangerousness to others, including serious assaults, homicide attempts and homicides
- ☐ Incident involving significant injury that required medical intervention for any client or visitor at a program site or during a treatment activity off-site.

Specific location where the incident occurred:

Date/Time of Incident:

Date/Time first reported to RUHS-BH:

RUHS-BH staff first reported to:

Submit this form to BH-IncidentRPT@ruhealth.org:

Brief summary of incident:

Family/Legal Guardian - Aware of Incident: ☐ Yes ☐ No

Family Attitude/Response:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

SECTION A – TO BE COMPLETED BY PARTY SUBMITTING REPORT (Continued)
THE EVENTS WHICH OCCURED ARE AS FOLLOWS:

SUBMIT REPORT TO SUPERVISOR WITHIN ONE BUSINESS DAY OF INCIDENT	
Report submitted to:	
Submission completed: Date:	Time:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION B – TO BE COMPLETED BY PROGRAM SUPERVISOR

Client/Person (Last Name, First Name)	RUHS – BH Client ID

Diagnosis

1.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary
2.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary
3.	DSM-5 Diagnosis:		☐ Primary ☐ Secondary

Medications: ☐ On medication(s) (list below) ☐ No Medication(s) ☐ Unknown

	Medication	Dose	Indication		Medication	Dose	Indication
1.				5.			
2.				6.			
3.				7.			
4.				8.			

Suspected or Known Substance Use Disorder(s): ☐ Yes ☐ No

If yes, describe:

Treating Psychiatrist: ☐ Program MD ☐ Private MD

Supervisor's Comments/Concerns/Issues Identified:

Supervisor's action(s) taken:

☐ Workplace Violence, Threats and Security Document # 2010 applies and report submitted as required by Safety Office Policy.

☐ Urgent RUHS – BH Administration notification recommended. *Refer to Policy 248.* If yes, requires IMMEDIATE filing of report to Regional Manager/Administrator.

Regional Manager/Administrator Must Be Notified ASAP or within three (3) business days.

Manager/Administrator Notified:	Date/Time Notified:

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS

Client/Person (Last Name, First Name)	RUHS – BH Client ID

Reviewer(s) concur with supervisor whether Workplace Violence Report provision applies: ☐ Yes ☐ No
If No, action taken by reviewer(s):
Sheriff Investigation Report Needed? ☐ Yes ☐ No
If Yes, Date Requested:
Name of Person who requested report:
Coroner Autopsy Report Needed? ☐ Yes ☐ No
If Yes, Date Requested:
Name of Person who requested report:

Incident Reviewed By (Name and Job Classification)	
1.	
2.	
3.	
4.	

Date of Review:		Period of Treatment Reviewed:	

Policy, Procedure, Program Issues Identified

☐ Coordination of Care with PCP	☐ Coordination of Care with another service or provider
☐ Identification of a Substance Use Disorder	☐ Referral to Substance Use or Co-Occurring Disorder Treatment
☐ Risk Assessment	☐ Follow-up after missed appointment or "No-Show"
☐ Monitoring of psychotropic medications	☐ Psychotropic Medication Poly-pharmacy
☐ Prescribing controlled substance to a known substance abuser	☐ Other medication-related issue
☐ Delay in getting appt. within reasonable time	☐ Case closed without adequate efforts to contact or engage/re-engage client

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

☐ Client lost to follow-up/unable to locate	☐ Other Issue(s)

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION C – ADMINISTRATOR/ADVERSE INCIDENT COMMITTEE REVIEW, SUMMARY, AND RECOMMENDATIONS (Continued)

Review Summary/Comments/Findings

Licensing Issues Identified

Does this incident involve a possible professional staff license/certification violation? ☐ Yes ☐ No

Does this incident involve a possible facility licensing violation? ☐ Yes ☐ No

If yes, briefly describe violation:

If Yes, has licensing agency been notified? ☐ Yes ☐ No

Has copy of incident report from licensee to licensing agency been obtained? ☐ Yes ☐ No
(If Yes, attach copy of report)

Review Recommendations and Corrective Action Plan(s)

Recommendation(s)/Plan(s)	Person Responsible	Proposed Completion Date

Administrator Signature

Administrator Signature _____ Date _____

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

Policy 248 - ADVERSE INCIDENT REPORT

(CONFIDENTIAL – Attorney Client Privileged Information)

SECTION D – WITNESS REPORTS (If Applicable)	
1.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
2.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
3.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
4.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	
5.	
Last Name, First Name	(Area Code) Phone
Account of Incident:	

DO NOT FILE THIS FORM IN THE CLIENT'S CLINICAL RECORD

RIVERSIDE COUNTY INFORMATION TECHNOLOGY

VPN Access Agreement – Vendor

VERSION 1.0 | DATE OF REVISION 2015-08-18

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

I, the individual named above understand that I am being granted access to a County of Riverside network for the sole purpose of accomplishing the tasks that I have been contracted with County of Riverside to complete. I understand that this access is a privilege and that it may be revoked at any time if I fail to comply with the provisions set forth herein.

Riverside County creates and maintains demographic and health information relating to its patients (defined as "Confidential Information"). This Confidential Information is located in computer information systems as well as paper charts and files. Confidential Information is protected from unauthorized or inappropriate access by Riverside County policies, as well as state and federal law.

Riverside County provides access to a network segment for pre-authorized 3rd parties. Remote Access Users may not gain access to, use, copy, make notes of, remove, divulge or disclose Confidential Information, except as necessary for contracted business purposes. County of Riverside provides access to a network segment for pre-authorized 3rd parties. This access is intended solely for business purposes and is filtered, monitored, and managed accordingly.

Due to the wide variety of hardware and software configurations that may be present on 3rd party devices, the County of Riverside and its employees cannot accept responsibility/liability for:

- Loss, corruption or virus infection of customer data and/or applications.
- Hardware or software damage resulting from the use of equipment or software while on the County of Riverside network.
- Hardware or software damage resulting from service by County of Riverside employee.

This includes, but is not limited to:

- Damage to portable electronic storage, communication, or media devices.
- Damage to a laptop's software configuration due to service by County of Riverside staff.
- Loss of data on an electronic storage, communication, or media device; or loss of data from an email server.

Authorized Vendors are required to:

- Use County of Riverside's network only for authorized business purposes.
- Ensure anti-malware, and encryption applications are actively employed on their equipment and that corresponding signatures and patches are maintained in a current manner.

USER AGREEMENT

1. **Access to Confidential Information through Riverside County Information Systems.** Riverside County agrees to provide Remote Access User with access to the County of Riverside Information Systems, which may contain Confidential Information, including Protected Health Information ("PHI"), subject to the conditions outlined in this Agreement. Remote Access User may access only the minimum amount of Confidential Information necessary to perform contracted services on behalf of Riverside County.

2. **Protection of Confidentiality and Security of Confidential Information.** Remote Access User agrees to protect the confidentiality and security of any Confidential Information accessed from Riverside County. Remote Access User will comply with Health Insurance Portability and Accountability Act ("HIPAA") and the rules implementing HIPAA.

   The Remote Access User agrees to never access Confidential Information for "curiosity viewing." The Remote Access User understands that this includes viewing their own personal Confidential Information as well as that of their children, family members, friends, or coworkers, and all others unless access is necessary to provide contracted services.

3. **User Name and Passwords.** Remote Access User agrees not to share his/ her user name, password or access device with any other person or allow anyone else to access Riverside County Information Systems under his/her user name, password or device. Remote Access User agrees to notify the Riverside County Information Security Office at (951) 955-8282 immediately if he/she becomes aware or suspects that another person used his/her user name, password or device to gain access to Riverside County Information Systems.

4. **Printing Confidential Information.** If Remote Access User prints Confidential Information, User will protect the printed Confidential Information from any access or use not authorized by this Agreement, and thereafter shred such copies when they are no longer required for the purposes authorized herein. If printed Confidential Information is stolen or lost the Remote Access User agrees to notify the Riverside County Information Security Office within 12 hours.

5. **Auditing Compliance.** Remote Access User agrees that his/her compliance with this Agreement may be reviewed/audited by Riverside County and will return any software or equipment and/or un-install/delete any software programs upon request by Riverside County.

6. **Risks and Warranties.** The parties recognize that remote access introduces unique risks that may exist on the remote access device that compromises the integrity and security of data and remote access, including but not limited to spyware, hacker access, viruses, worms, and other harmful software (collectively referred to as "Remote Access Risks"). Riverside County will not be responsible or liable for any losses or damages related to Remote Access Risks.

   Remote Access User agrees that Riverside County will not be liable for any direct, indirect, incidental, special or other damages incurred by Remote Access User. Riverside County does not guarantee or warrant the availability of remote access of Riverside County Information Systems.

   Riverside County reserves the right to impose additional information security safeguards, including (without limitation) software and hardware requirements.

7. **Breach Notification.** Remote Access User must report to the Riverside County Information Security Office within 12 hours, any access, use, or disclosure of Confidential Information for purposes other than those permitted by this Policy or this Agreement.

8. **Vendor Responsibilities.** The Responsibilities of the contracted Remote Access User's employer are set forth below. This agreement must be signed by an authorized representative of Remote Access User's employer. This Agreement will not become

effective, and Riverside County will not grant remote access, unless this agreement is signed by such authorized representative of Remote Access User's employer.

9. **Confidentiality Concerns.** Riverside County, in its sole judgment and discretion, may take any or all of the following actions, when a suspicion of or actual security incident occurs involving a Remote Access User who has obtained unauthorized access to Confidential Information, has disclosed Confidential Information in violation of federal or state laws or regulations, has violated any Riverside County policies or procedures regarding confidentiality or the use of Confidential Information, or has violated any provisions of this Agreement:
    a. Suspend or terminate Remote Access User's access to Riverside County Information Systems.
    b. Bring legal action to enforce this Agreement.
    c. Notify the appropriate authorities if necessary.

VENDOR RESPONSIBILITIES FOR REMOTE ACCESS USER ACCOUNTS

1. Vendor will require each employee who which has been granted remote access to Riverside County Information Systems to sign a separate Remote Access User Agreement with Riverside County and obtain a distinct user name and password. Vendor will not permit employees to share user names and passwords.
2. Vendor agrees to train employees on the requirements of this Agreement and is responsible for its employee's compliance with all provisions of this Agreement.
3. Vendor must notify the sponsoring department listed on this form or the Riverside County Help Desk at (951) 955-9900 within 12 hours of an employee's termination. Riverside County will terminate such user's remote access upon notification.
4. This Agreement cannot be transferred or otherwise assigned to other employees.
5. Vendor shall be financially responsible for all costs (including, but not limited to, the required notification and the maintenance of customer relation phone lines, civil penalties, and damages) Riverside County incurs as the result of an unauthorized use or disclosure caused by its employees or agents.

VPN Access Agreement – Vendor

Notwithstanding the above, Riverside County may terminate this Agreement and any user's remote access at any time for any reason. County of Riverside appreciates your support and understanding in this matter. By signing this agreement, you acknowledge your understanding of, and agreement with, the terms of County of Riverside network use.

USER REQUESTING ACCESS

USER NAME
USER TITLE
VENDOR NAME

REQUESTING USER SIGNATURE _____ DATE _____

AUTHORIZED AGENT OF VENDOR

AGENT NAME
AGENT TITLE
VENDOR NAME

VENDOR AUTHORIZED AGENT SIGNATURE _____ DATE _____

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME	Ashley Trevino-Kwong
SUPERVISOR / MANAGER TITLE	Administrative Services Manager
COUNTY AGENCY / DEPARTMENT	RUHS-BH

SUPERVISOR / MANAGER SIGNATURE _____ DATE _____

RIVERSIDE COUNT Y INFORMATION TECHNOLOGY

VPN Account Request Form – Vendor

VERSION 1.0 | DATE OF REVISION 2015-11-03

This application is used for establishing a VPN account for authorized third parties. A supervisor or manager must complete this application and submit it along with the signed VPN Access Agreement. Follow the instructions below.

1. A supervisor or manager completes the information below. All fields must be completed.
2. The account request form and agreement are provided to user for review of agreement and user signature.
3. The form and agreement are submitted to RCIT-Help Desk via email. Incomplete forms will not be processed.
4. Once processing is complete and account created, user and supervisor are emailed documentation. User will be required to call the RCIT-Help Desk for initial account password reset. The Requesting Supervisor / Manager will be identified as the person the user will contact for support of the departmental systems.

SUPERVISOR / MANAGER FROM SPONSORING COUNTY AGENCY / DEPARTMENT

SUPERVISOR / MANAGER NAME Ashley Trevino-Kwong	
TITLE Administrative Services Manager	
COUNTY AGENCY / DEPARTMENT RUHS-Behavioral Health	
EMAIL AJTrevino@ruhealth.org	PHONE 951-358-4739

USER REQUESTING ACCESS

FIRST NAME		
LAST NAME		
JOB TITLE		
VENDOR NAME		
OFFICE STREET ADDRESS		
CITY	STATE	ZIP CODE
OFFICE PHONE		
EMAIL ADDRESS		

ACCOUNT DETAILS

DEPARTMENT BILLING STRING 10000.4100413651.83600
VPN GROUP NAME Mental Health
ASSIGN SAME RIGHTS AS STAFF MEMBER
DESCRIPTION / PURPOSE OF ACCESS REQUIRED

Riverside University HEALTH SYSTEM Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider
Attachment E

OWNERSHIP DISCLOSURE

Per 42 CFR 455.104 and 455.105, providers who are entering into or renewing an agreement with the County are to disclose the following: 1) identity of all owners with a control interest of 5% or greater, and 2) certain business transactions as described in 42 CFR 455.105. If there are any changes to the information disclosed on this form, an updated form should be completed and submitted to provider's assigned analyst within 30 days of the change. Please attach a separate sheet if necessary to provide complete information.

Contractor Full Legal Name (Printed)	Federal ID Number (or n/a)

For individuals, list the name, title, address, date of birth (DOB) and Social Security Number (SSN) for each individual having an ownership or control interest in this provider entity of 5% or greater. For entities, list the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership or control interest of 5% or greater. Please attach a separate sheet if necessary. (42 CFR 455.104)

Name of Individual or Entity	DOB	Address	SSN or TIN

Are any of the individuals listed above related to each other? ☐Yes ☐No
If yes, list the individuals named above who are related to each other (spouse, sibling, parent, child)

Name(s)	Relation

Are there any subcontractors that the disclosing entity has direct or indirect ownership of 5% or more? ☐ Yes ☐ No

If yes, list the name and address of each person with an ownership or controlling interest in any subcontractor used in which the disclosing entity has direct or indirect ownership of 5% or more.

Name of Individual or Entity	DOB	Address	SSN or TIN

Business Transactions: Has the disclosing entity had any financial transaction with any subcontractors totaling more than $25,000 or any significant business transactions with any subcontractors?
☐ Yes ☐ No

If yes, list the ownership of any subcontractor with whom this provider has had business transactions totaling more than $25,000 during the previous twelve month period; and any significant business transactions between this provider and any wholly owned supplier, or between the provider and any subcontractor, during the past 5-year period. (42 CFR 455.105)

Name of Supplier/Subcontractor	Address	Transaction Amount

Are there any person who has an ownership interest in or is a managing employee of the CONTRACTOR who has been convicted of a crime related to federal health care programs and any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. § 455.101.? ☐ Yes ☐ No

Name(s)	Type of Affiliation

I certify that the information provided herein, is true and accurate. Additions or revisions to the information above will be submitted immediately upon revision.

_____ _____
Signature Title

_____ _____
Name (printed) Date

Riverside University HEALTH SYSTEM
Behavioral Health

Riverside University Health System – Behavioral Health Contracted Provider
ATTACHMENT F

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

Contractor Name (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date	

Exhibit C
"Attachment A"

CERTIFICATION OF CLAIMS AND PROGRAM INTEGRITY FORM (PIF)

Billing/Service Period:		**Amount Billed:**	
DeptID:	**4100217398-74750-530280 PERMANENT SUPPORTIVE HOUSING**		
Provider Name:	**MFI Recovery Center**		
Contract Name/Region:	**Housing – The Path**		
Service Location (Address):	**19531 McLane Street, Palm Springs, CA 92262**		
RU's Certified:	**33R1FH**		
Enumerator/Batch# (If Available):			

☐ **Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____ in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for Medi-Cal and Medicare beneficiaries. The beneficiaries were eligible to receive Medi-Cal and/or Medicare services at the time the services were provided to the beneficiaries. The services included in the claim were actually provided to the beneficiaries in association with and as stipulated by the claim. Medical necessity was established by my organization for the beneficiaries as defined under Title 9, California Code of Regulations, Division 1, Chapter 11, for the service or services provided, for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

☐ **Non-Medi-Cal and/or Medicare Eligible Certification of Claims and Program Integrity (ONLY)**

I, as an authorized representative of _____, **HEREBY CERTIFY** under penalty of perjury to the following: An assessment of the beneficiaries was conducted by _____in compliance with the requirements as set forth and established in the contract with the Riverside University Health System – Behavioral Health (RUHS-BH) and as stipulated by all applicable Federal, State and/or County laws for consumers who are referred by the County to the Provider for mental health specialty services. The beneficiaries were referred to receive services at the time the services were provided to the beneficiaries in association with and as stipulated by the claim. The services included in the claim were actually provided to the beneficiaries and for the time frame in which the services were provided, and by a certified and/or licensed professional as stipulated by all applicable Federal, State and County laws and regulations. Required monthly exclusion database checks to confirm identity and to determine status of officers, board members, employees, associates and agents was conducted. A client care plan was developed and maintained for the beneficiaries that met all client care plan requirements established in the contract with the RUHS-BH and as stipulated by all applicable Federal, State and/or County law.

_____ _____

Signature of Authorized Provider Printed Name of Authorized Provider

_____

Date